

Ground Services Agreement

General Terms (Extranet)

THIS GROUND SERVICES AGREEMENT is made on the date that the Provider accepts these General Terms (Extranet) via the Extranet between

- (1) **dnata**, a Dubai decree corporation established by decree number 1 of 1987 (as amended), with its principal office being dnata Travel Centre, Sheikh Zayed Road, Dubai, United Arab Emirates PO Box 1515 (“**Company**”); and
 - (2) The provider (whose details are entered as part of the extranet sign up process) (“**the Provider**”).
- each a “**party**”, together the “**parties**”.

RECITALS:

- A. The Provider is a provider of hotel and similar accommodation.
- B. The Company acts as a travel agent and also as intermediary between various providers of hotel and similar accommodation and other travel businesses (including other travel businesses in the group of companies to which it belongs).
- C. The Provider wishes to appoint the Company as its agent for the sale and promotion of its accommodation and services (as applicable) and the Company accepts such appointment subject to the terms and conditions of this Ground Services Agreement.
- D. The Parties agree that:
 - a. this Ground Services Agreement shall replace any existing agreement between the parties in relation to the subject matter of this Ground Services Agreement and any such agreement is hereby automatically terminated; and
 - b. any tactical offers, or other offers or rates released by the Provider during the term of this Ground Services Agreement shall be subject to these General Terms (defined below). To the extent of any inconsistency between the terms and conditions set out in such offers or rates and these General Terms, the General Terms shall prevail unless expressly stated otherwise in the offer/rate terms and conditions or the Extranet (defined below).

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In this Ground Services Agreement, (unless the context otherwise requires) words and phrases shall have the following meanings:

“**Applicable Laws**” means all laws of any jurisdiction applicable to this Ground Services Agreement (as may be amended from time to time) including antitrust laws, anti-human trafficking laws, labour laws, anti-corruption laws, anti-money laundering and anti-terrorist financing laws and sanctions laws, ordinances, judgments, decrees, injunctions, writs, codes of conduct, guidance rules, regulations and orders or like actions of any Competent Authority;

“**Brochure/Marketing Contribution**” means the contributions to be made by the Provider in relation to brochures or other marketing material as agreed between the Company and the Provider from time to time, or as set out in the Brochure and Marketing Contribution Sheet;

“**Brochure and Marketing Contribution Sheet**” means the document agreed by both parties in writing detailing the Brochure and Marketing Contribution;

“**Business Customers**” means any related or associated businesses or brands of the Company, and any third party business appointed to make available the Products for on sale to Customers in accordance with this Ground Services Agreement;

“**Competent Authority**” means any national, local or municipal government body, agency, court, department, official or public or statutory person having jurisdiction over this Ground Services Agreement or either of the parties including but not limited to any duly appointed authority upon which responsibility for enforcing data protection legislation has been devolved;

“**Customers**” means any and all person(s) who purchase or book the Product(s) via the Company, or via one of its Business Customers, or any person on

whose behalf the Product(s) are purchased or booked;

“**Customer Data**” means any information regarding Customers provided to the Provider by the Company, or any third party on the Customers’ behalf;

“**Data Protection Legislation**” means all Applicable Laws relating to data protection, privacy and/or the Processing of Personal Information;

“**Extranet**” means the internet web-based interface made available to the Provider by the Company to enable the Provider to insert information required by the Company and its Business Customers in relation to the Products;

“**Environmental Policy**” means the policy with such name, set out in Schedule 2, which shall be considered a part of the Mandatory Policies;

“**General Terms**” means these ‘Ground Services Agreement- General Terms (Extranet) v4.3’;

“**Ground Services Agreement**” means these Accommodation - General Terms, information set out in the Extranet and (where applicable) Brochure and Marketing Contribution Sheets and Override Sheets and any other Schedules or documents annexed to or referred to therein;

“**Force Majeure**” means an occurrence beyond the reasonable control of either party, a Business Customer or a Customer including Acts of God, adverse government advice advising against Customer travel, insurrection or civil disorder, war or military operations, national or local emergencies, health, security or other local/resort emergencies or incidents, epidemics, pandemics, curfews, quarantines, fire, lightning, explosion, floods, unusually adverse weather conditions or strikes and industrial disputes (other than strikes by or industrial disputes with the employees, agents or sub-contractors of the person seeking to rely on the event of Force Majeure);

“**Fulfilment**” or “**Fulfilled**” means that the Customer has occupied the accommodation and checked out or otherwise consumed the Product;

“**Health and Safety Guidelines**” means any specific Company guidelines relating to Customer health and safety and welfare as stipulated by the Company to the Provider from time to time and can be found under the following link:

http://bit.ly/dnata_HS_Guidelines_2FXWwJS

“**Incident Report**” means the accident/ illness/ incident/ death report as stipulated by the Company from time to time which is to be completed by the Provider;

“**Intellectual Property**” means patents, utility models, rights to inventions, copyright (including images) and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world owned or used by the Provider, the Company or its Business Customers (as applicable);

“**Losses**” means all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal expenses) and any other liabilities of any nature incurred by or brought against the Company and/or its Business Customers including without limitation (i) any liability of the Company or its Business Customers to compensate a Customer; and/or (ii) any payment made to a Customer or a third party either on a pre-emptive basis with the intention of minimising Losses that would have otherwise been incurred pursuant to a settlement agreement (whether or not such settlement is in final form) or as an outcome of a dispute or complaint resolution (such payment amount to be decided as appropriate to resolve the dispute/complaint by the Company or its Business

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Customers in their absolute discretion); and/or (iii) any costs, expenses of whatever nature the Company and/or its Business Customers incur in investigating any incidents involving personal injury or death of any Customer; and/or (iv) any fines or penalties imposed by a Competent Authority to the extent such fines or penalties are due to the Provider's breach of clause 13 (Personal Data) of this Ground Services Agreement.

"Mandatory Policies" means the Company's policies listed in Schedule 2, as amended from time to time.

"Override Payment" means the sum payable by the Provider to the Company or its Business Customer as agreed between the Company and the Provider from time to time, or as set out in the Override Payment Sheet (if applicable);

"Override Payment Sheet" means the document agreed by both parties in writing detailing the Override Payment;

"Override Validity Period" means the period set out in the Override Payment Sheet (if applicable);

"Personal Information" means any information relating to an individual, including Customers and any other identifiable natural person, included in any Customer Data;

"Prepay Rates" means Rates or offers which are due to be paid by the Company prior to check-in (unless otherwise agreed) of Customers and settled in accordance with expressly agreed terms as set out in the Extranet;

"Process" or **"Processing"** means any operation or set of operations which is/are performed upon data which are included in Personal Information (whether or not by automatic means) including collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"Products" means the accommodation and other travel services (including transfer services, conference rooms, dining service) provided or procured by the Provider as more particularly set out in the Extranet or as otherwise provided by the Provider to the Company or a Business Customer for onsale to Customers from time to time;

"Rates" means the amount the Company or a Business Customer, as applicable, shall remit to the Provider for the Products set out in the Extranet. Unless agreed otherwise, to the extent of any inconsistency between a term of this Ground Services Agreement (excluding information set out in the Extranet) and a term of the Extranet, the term of the Ground Services Agreement (excluding information set out in the Extranet) shall prevail;

"Rate Validity Period" means the time period set out in the Extranet, for which a Rate shall be valid. In the event that the Rate Validity Period of a Rate set out in the Extranet overlaps with the Rate Validity Period of any other Rate in the Extranet for the same Product, the Rate which is more favorable to the Company shall prevail, unless expressly agreed otherwise between the parties in writing;

"Selling Price" means the price paid for the Products by the Customer;

"Service Level Agreement" means the service levels set out in Schedule 1;

"Term" means the term of this Ground Services Agreement as set out in clause 9.1;

"Virtual Credit Card" or **"VCC"** means a one-time use credit card number created by a credit card provider through a dedicated software.

1.2. Interpretation

In this Ground Services Agreement:

- a) Any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders.
- b) References to persons shall include bodies corporate, partnerships, unincorporated associations and any other legal or commercial entity or undertaking.
- c) Any reference to a clause, Appendix or a Schedule is to a clause, appendix or schedule of this Ground Services Agreement and any reference in an Appendix or a Schedule to a paragraph is to a paragraph of that Appendix or Schedule.
- d) The headings used in this Ground Services Agreement are included for convenience only and shall not be used in construing or interpreting this Ground Services Agreement.
- e) A reference to any party to this Ground Services Agreement shall include, where the context permits, a reference to its legal successors and permitted assignees.
- f) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- g) A reference to "writing" includes email, but not facsimile.

2. OBLIGATIONS OF THE COMPANY

The Company agrees to:

- 2.1. act as the Provider's agent for the sale and promotion of the Products in accordance with the Ground Services Agreement;
- 2.2. appoint Business Customers as sub agents to promote and market the Products; and
- 2.3. act with due care and skill and in good faith at all times.

3. OBLIGATIONS OF THE PROVIDER

3.1. The Provider hereby warrants and undertakes:

- a) to supply the Products with due care and skill and act in good faith at all times;
- b) to authorise the Company to promote and market the Products at the prices advertised by the Company and to retain the difference between the Selling Price and the Rate as commission;
- c) that all personnel provided or used by the Provider shall be appropriately qualified, experienced and competent in providing the Products and shall act in a courteous manner at all times;
- d) that at all times any and all of its chosen third party suppliers, agents, employees and sub-contractors comply in full with the Provider's obligations pursuant to this Ground Services Agreement;

e) that the Products will at all times be of a high standard of cleanliness, in full working order and safe for occupation and fit for purpose and maintained and operated at all times in accordance with any of the Company's guidelines as amended from time to time;

f) to ensure that the Products are safe for use by the Customers and that no Customer suffers any damage or injury of any nature as a result of the use or Fulfilment of the Products;

g) that the Products supplied comply at all times with all Applicable Laws including those relating to the transportation of Customers and other safety and other standards applicable to the Products provided and will at all times maintain and enforce the appropriate certificates and/or licences relating to such compliance;

h) to comply (and ensure that each of its suppliers and subcontractors shall comply) with all Applicable Laws, Mandatory Policies, and any related policies implemented by the Company;

i) to adhere (and ensure that any third parties used by the Provider adhere) at all times to the Health and Safety Guidelines stipulated by the Company from time to time (the Provider shall provide copies of any health and safety audits immediately upon request);

j) that in the event that any Customer requires medical treatment and/or hospitalisation or otherwise requires immediate assistance for a welfare, safety or security issue while in the care of the Provider, the Provider shall ensure the Customer receives prompt and proper help, treatment and/or other appropriate assistance and shall inform the Company immediately;

k) to immediately inform the Company if any issues arise relating to any Products, Customers, suppliers, servants or agents, which may pose an actual or potential hazard, or which could result in a potential claim against the Company or its Business Customers;

l) to keep the Company fully informed on any quality issues arising in respect of any facilities, or Products provided by the Provider or associated third parties to the Company, its Customers, employees, servants or agents;

m) that no changes will be made to the Products except as provided for within this Ground Services Agreement;

n) that, except for any tax that is payable directly by a Customer (which shall be set out in the Extranet), the Rates are inclusive of all taxes, charges (including bank charges), duties, fees and other applicable sums relating to the Products, which shall be payable by the Provider, and the same shall be paid promptly upon becoming due. If necessary, the Company shall provide any relevant information to the Provider to enable the Provider to comply with this clause;

o) to comply with the Service Levels set out in Schedule 1.

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- p) to ensure that all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract between the Company or the Business Customer and the Customer, an indication of the type of additional costs which the Customer may still have to pay directly to the Provider, are set out on the Extranet. For clarity, the Provider remains responsible at all times for the information it has provided on the Extranet;
- q) to inform the Company whether the Product is generally suitable for persons with reduced mobility and, promptly (within a maximum of 24 hours) upon the Company's request, provide to the Company precise information on the suitability of the Product, taking into account a specific Customer's needs; and
- r) to ensure that the Rates do not discriminate against Customers, for example based on a Customer's nationality or race or (where the Provider is based in the EU) in any way in breach of Article 101 of the Treaty on the Functioning of the European Union;
- s) to complete all requested health & safety self-assessment checklists provided by the Company or an appointed external auditor and enable the Company or such auditor to conduct a comprehensive health and safety on-site audit as and when requested with reasonable notice;
- t) to continuously monitor and update the information on the Extranet in relation to the Products.
- 3.2. The Provider shall immediately notify the Company in the event that there is a breach of clause 3.1.
- 3.3. The Provider will allow the Company, its Business Customers and their representatives access during normal working hours to inspect the Products.
- 3.4. The Provider will, throughout the Term, provide the Company with detailed and accurate descriptions of the Products including details of any facilities and services associated with the Products. The Provider warrants that all such descriptions are accurate and correct and they shall inform the Company as soon as is reasonably possible of any subsequent changes.
- 3.5. The Provider will provide the Company with copies of all relevant certificates, licences or other relevant information pursuant to clause 3.1(g), prior to the commencement of this Ground Services Agreement. If sufficient evidence is not provided by the Provider within fourteen (14) days of the date of this Ground Services Agreement, the Company may terminate this Ground Services Agreement without liability. The Provider warrants that all such information is up-to-date and complies with Applicable Laws. The Provider shall notify the Company immediately of any changes to such information and shall provide updated copies of any relevant certificates or licenses.
- 3.6. The Provider will provide the Company with all other relevant information and/or documentation, as requested by the Company from time to time, within seven (7) days of the request being made or sooner as reasonably required by the Company.
- 3.7. The Provider shall update the Product information on the Extranet with any changes to the provision or standards of the Products or circumstances affecting the Products including but not limited to: alterations, building work (whether to the Product or surrounding properties), deficiencies, unavailability, whether temporary or otherwise, within twenty four (24) hours of being aware of the change, or sooner where the circumstances require.
- 4. FAILURE TO MAINTAIN, OPERATE OR SUPPLY THE PRODUCTS**
- 4.1. In the event of the failure of the Provider to provide the Products in accordance with this Ground Services Agreement, the Provider and/or the Company (as applicable) shall immediately notify the other party and the Provider shall use its best endeavours to promptly remedy the failure at its own cost.
- 4.2. In the event that the Provider is unable or reluctant to promptly remedy the breach (for whatever reason) forthwith or within such a period as notified by the Company at its absolute discretion, the following provisions will apply;
- a) the Provider shall, with the Company's prior written consent, obtain alternative arrangements for the Products which are at least comparable (in all respects including: location, board basis, star rating, room type, facilities), which fully comply with the terms of this Ground Services Agreement at its own cost; or
- b) the Company may at its absolute discretion secure alternative arrangements for the Products which are at least comparable (in all respects including: location, board basis, star rating, room type, facilities). The Provider shall be responsible for the costs of such alternative arrangements,
- and the original booking shall be cancelled or amended (as appropriate) at no cost to the Company, its Business Customers and/or Customers.
- 4.3. If the Company, its Business Customers or a Customer reject any alternative proposed under clause 4.2(a), or if the Company is unable to find a suitable alternative in accordance with clause 4.2(b), then the Company may cancel the booking (in its absolute discretion) at no cost to the Company, its Business Customers or the Customer and the Provider will refund to the Company any amounts already paid in relation to the booking.
- 5. CUSTOMER CARE/ COMPLAINT/ INCIDENT HANDLING**
- 5.1. The Provider shall promptly inform the Company of any complaints, claims, issues or after sales enquiries concerning the Products which come to the Provider's attention and keep the Company fully informed of the progress of any such issue.
- 5.2. The Provider shall, in the event it becomes aware of any issues with the Customer(s), notify the Company by email within twenty four (24) hours (or earlier if required by this Ground Services Agreement, or if earlier notification is appropriate due to the nature of the complaint, incident or accident) from the initial complaint/incident/accident.
- 5.3. The Provider will use its best endeavours to resolve amicably any complaints, claims or issues received while the Customer is in their care. The Provider shall not pledge the Company or its Business Customers to make any payment without the prior written approval of the Company.
- 5.4. The Provider warrants and undertakes to fully investigate any complaint/incident/accident within a maximum of twenty one (21) days of receiving notification from the Company.
- 5.5. Where an enquiry relates to a Customer travelling within seven (7) days or already in resort, the Provider will resolve all such issues within two (2) hours unless otherwise agreed.
- 5.6. In the event that the Provider is informed of any complaints, claims or issues by the Customer after the Customer has left resort, the Provider shall issue a comprehensive written response to the Company within twenty one (21) days.
- 5.7. The Provider shall acknowledge within one working day of receipt any emails and/or correspondence by the Company. For the avoidance of doubt, it is not acceptable to acknowledge with an auto response email. Any telephone calls/messages shall be returned within twenty four (24) hours.
- 5.8. The Provider shall respond to any requests for additional information within seven (7) days (or earlier should the circumstances require an earlier response).
- 5.9. The Provider shall respond to any high priority request within two (2) hours. A high priority request shall be classed as any request relating to an incident likely to attract media interest and/or involve liability on the part of the Company or its Business Customers, including but not limited to: emergency situations, loss of life or serious injury and incidents where the loss of life or serious injury is an inevitable outcome based on the information provided to the Company including, but not limited to: hurricanes, shooting, terrorist Incident or threatened incident, mass food poisoning/illnesses, aircraft-vessel incidents, collapse of an airline, supplier, tour operator affecting customer bookings, fire.
- 5.10. In the event of a high priority incident, the Provider shall provide an incident team/support network to the Company in a timely manner together with relevant experts/professionals in resort as requested by the Company from time to time. The Provider shall provide the Company with an Incident Report within seven (7) days of the relevant incident.
- 5.11. The Provider shall provide a twenty four (24) hour, seven (7) days a week incident notification and advice line, with the capacity to deal and respond to any incidents, accidents or other risks to the Customers.
- 5.12. The Provider hereby agrees to notify the Company immediately if the media has become involved in any complaint/incident/accident issue.
- 5.13. The Provider hereby confirms and agrees that it shall not, under any circumstances agree

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to bind the Company in any way and must ensure that it does not say or do anything which will prejudice the Company's or its Business Customers' positions in any respect.

5.14. In the event that a complaint, claim, issue or after sales enquiry is made against the Company or any of its Business Customers by any Customer or any third party arising out of or in connection with any aspect of this Ground Services Agreement, or the supply or failure to supply the Products, the Company shall promptly inform the Provider of the nature of the complaint, claim, issue or after sales enquiry. The Provider will promptly provide the Company with any assistance requested by the Company including, but not limited to, providing reports, witness statements and relevant documentation or information. The Provider shall also make available employees to attend court (which may be in a different location to its place of business) if so required. All such assistance shall be at the expense of the Provider. Failure to provide such assistance shall be a material breach of this Ground Services Agreement which is incapable of remedy.

6. PAYMENT TERMS AND CANCELLATIONS

6.1. The Parties agree that, except in relation to bookings on Prepay Rates and where otherwise agreed, the Provider shall have no entitlement to receive any payment for the Products until Fulfilment has occurred. Bookings made on Prepay Rates shall be payable in accordance with the terms set out in the cancellation terms on the Extranet.

6.2. The Company (or one of its related businesses as advised by the Company) shall pay the Provider via the payment mechanism agreed between the Parties from time to time, such as bank transfer, provided it has received a valid statement pursuant to clause 6.3., or by Virtual Credit Card.

6.3. Where payment is made following receipt of a statement of account the following shall apply:

- a) The Provider shall provide the Company (or one of its related businesses as advised by the Company) with a statement of account (in the format/frequency set out in the Extranet, or as requested by the Company from time) during the Term indicating the Products reserved by the Company.
- b) Such statement of account shall only include bookings which are up to thirty (30) days after Fulfilment and bookings on Prepay Rates which are due in that statement period, unless payment terms are otherwise agreed in the Extranet.
- c) The Company (or one of its related businesses as advised by the Company) shall pay the Provider on or before the last day of each calendar month during the Term for the Products set out in the statements provided to the Company in the previous month. Where any booking on a Prepay Rate due to be fulfilled in the previous month is not Fulfilled, the value of these bookings shall be deducted from the statement.
- d) The Provider is responsible for providing accurate bank account details to the Company (or one of its related businesses as advised by the Company), and for ensuring

that the Company (and any of its related businesses that has made a prior direct payment to the Supplier) is immediately notified of any changes to such details.

- e) The Provider's statement shall be emailed to the finance department of the Company (or as otherwise directed by the Company).
- f) The Provider statement shall be calculated at the Rates and shall specifically refer to the Products as confirmed at the time of booking.
- g) The Company shall not accept or pay any statements of account that are received more than six (6) months after a Customer checks out.

6.4. If the Company disputes a statement of account it shall:

- a) pay any undisputed element within thirty (30) days of receipt of such statement; and
- b) provide the Provider, as soon as reasonably practicable, a report indicating which elements/amounts of the statement are disputed and cannot be reconciled by the Company for any reason ("Disputed Items") and the reason why the Company is unable to reconcile the Disputed Items. The Parties shall work together in good faith to attempt to resolve the Disputed Items as soon as is practicable. Pending resolution of the Disputed Items, the Company shall have no obligation to pay any amounts to the Provider in respect of the Disputed Items. If, within ninety (90) days of the date the Company first received the relevant statement of account from the Provider, the Provider has been unable to demonstrate to the Company's satisfaction that the Company is liable to pay for the relevant Disputed Items, the Company shall cease to have any obligation to pay any amounts to the Provider in respect of the Disputed Items.

6.5. The Company may at any time, without notice to the Provider, set off any liability of the Provider (including under any indemnity) against any liability of the Company to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Ground Services Agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Ground Services Agreement or otherwise.

6.6. The Provider hereby agrees to pay to the Company (or one of its related businesses as advised by the Company) the Override Payment (if applicable).

6.7. The Provider hereby agrees to pay to the Company (or one of its related businesses as advised by the Company) any Brochure and Marketing Contribution (if applicable).

6.8. If a Customer cancels a booking at least forty eight (48) hours before check in, no charge will be levied by the Provider, unless otherwise specified by the Provider in the room type cancellation policy on the Extranet for that Product at the time the booking was made. If a

Customer cancels a booking forty eight (48) hours or less from check-in or if the Customer fails to arrive at all the Provider may levy a cancellation charge equal to one night's stay at the accommodation or as specified by the Provider in the room type cancellation policy on the Extranet for that Product at the time the booking was made. In relation to bookings on Prepay Rates, the relevant amount shall be deducted from the next statement, unless otherwise updated in the cancellation terms available on the Extranet. If a Customer is, by reason of Force Majeure, unable to Fulfil a booking, no charge will be levied by the Provider and any payments made in advance shall be refunded in full. Where payments are made through a virtual credit card, the Provider acknowledges and agrees that the failure to refund such amounts is a valid reason to receive the full amount from the relevant credit card provider by way of charge back.

6.9. Pursuant to the preceding provisions of this clause 6, where the Company advises the Supplier that statements shall be provided to, payments shall be made by, or Override Payments shall be made to, one of the Company's related businesses for the sake of expedience, the applicable related business acts in the capacity of payment agent on the Company's behalf, such expediences shall not impact on the contractual relationship between the Supplier and the Company as set out in this Ground Service Agreement.

7. INTELLECTUAL PROPERTY

7.1. The Provider hereby authorises the Company and its Business Customers to use the Intellectual Property of the Provider on a non-exclusive basis in relation to the marketing advertising, promotion and sale of the Products, subject to these General Terms. The Company shall indemnify the Provider in relation to any direct losses suffered by the Provider arising solely out of the Company's use of the Provider's Intellectual Property otherwise than in accordance with any written instructions agreed with the Provider from time to time.

7.2. The Provider undertakes to provide to the Customer accurate, complete and up to date images and content in relation to the Products and to ensure that such images and content remain up to date throughout the Term.

7.3. The Provider hereby acknowledges that all the Intellectual Property of the Company and/or its Business Customers (whether now existing or brought into being during the term of this Ground Services Agreement) shall remain the Intellectual Property of the Company or the Business Customer (as applicable) and no right or licence is granted to the Provider in respect of the such Intellectual Property unless expressly set out in this Ground Services Agreement.

7.4. The Provider shall defend, indemnify and hold harmless the Company and its Business Customers (and their directors, officers, agents, employees and associated companies) from and against all claims, liabilities, suits, losses, costs, damages and expenses, including reasonable legal fees brought against them by third parties relating to or resulting from any actual or alleged infringement of any Intellectual

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Property Right arising out of or in connection with this Ground Services Agreement, including where caused by any Product or the supply or use of any Product.

7.5. In the defence or settlement of the claim, the Provider shall obtain for the Company and its Business Customers the right to continue using the Intellectual Property, replace or modify the Intellectual Property so that it becomes non-infringing or, if such remedies are not reasonably available, the Company may immediately terminate this Ground Services Agreement without liability to the Provider and any sums that have accrued in favour of the Company shall become immediately due and payable.

8. FORCE MAJEURE

8.1. Neither party will be liable for a failure to comply or delay in complying with its obligations under this Ground Services Agreement to the extent such failure or delay results from an event of Force Majeure.

8.2. A party shall not be entitled to rely on this clause 8 to the extent that it fails to use all reasonable endeavours to resume performance of its obligations as soon as is practicable, and in the meantime, to mitigate the effects of any such event.

8.3. If either party is affected by an event of Force Majeure, it will promptly notify the other party of the nature and extent of the circumstances giving rise to the event of Force Majeure, and both parties shall co-operate to mitigate the effect of the event of Force Majeure to the fullest extent reasonably practicable.

9. TERM AND TERMINATION

9.1. This Ground Services Agreement shall commence on the date that it is signed by both parties or when the first booking has been made, whichever is earlier, and shall remain in force for an indefinite period of time unless terminated earlier in accordance with the provisions set out in this clause 9 ("Term").

9.2. The Company shall be entitled to immediately terminate this Ground Services Agreement by written notice to the Provider, if the Provider:

- a) fails to adhere to the Company's Health and Safety Guidelines as stipulated from time to time and/or does not ensure that any applicable third parties adhere to such guidelines;
- b) fails to adhere to provide any documentation required in this Ground Services Agreement or any reasonable requests for information and/or documentation; or
- c) in the reasonable opinion of the Company does not maintain, operate or supply the Products to the standard approved by the Company.

9.3. Either party shall be entitled to terminate this Ground Services Agreement with immediate effect by written notice to the other party if:

- a) the other party is in breach of this Ground Services Agreement and in the case of such breach being capable of remedy, fails to remedy the same within fourteen (14) days after receipt of written notice giving

particulars of that breach and requiring it to be remedied;

b) the other party repeatedly breaches any of the terms of this Ground Services Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Ground Services Agreement;

c) the other party is unable to perform its obligation as a result of Force Majeure falling within the scope of Clause 8 which continues for more than thirty (30) days as a continuous period; or

d) the other party convenes a meeting of its creditors; or

e) a proposal is made by the other party for a voluntary arrangement or any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

f) the other party is unable to pay its debts; or

g) a trustee, receiver or administrative receiver or similar officer is appointed in respect of all or any part of the other party's business or assets; or

h) a petition is presented or a meeting is convened for the purpose of considering a resolution (or other steps are taken) for the winding-up of the other party otherwise than for the purpose of an amalgamation or reconstruction.

9.4. Either party is permitted to terminate this Ground Services Agreement at any time by giving a minimum of thirty (30) days' written notice.

10. CONSEQUENCES OF EXPIRY/TERMINATION

10.1. The Provider will fulfil any bookings made for the Products prior to expiry or termination.

10.2. Following expiry or termination, the Provider will continue to provide such assistance as the Company shall require in relation to complaints, after-sales enquiries or other incidents, as set out in this Ground Services Agreement.

10.3. This Ground Services Agreement shall remain in force to the extent necessary for the parties to fulfil their obligations under this Ground Services Agreement.

10.4. Upon termination or expiry the Provider shall destroy or deliver up to the Company (as requested by the Company) at its own expense, any materials and/or documents which feature the Intellectual Property or confidential information of the Company or its Business Customers including without limitation marketing materials, documents and any business literature, and any Personal Information and the Provider shall not keep copies of the same.

10.5. Upon termination or expiry the Provider shall cease all association with the Company and shall not hold itself out to be in association with the Company.

10.6. Any clauses that are expressly or by implication intended to survive termination and/or expiry of this Ground Services Agreement shall remain in full force and effect notwithstanding termination and/or expiry.

10.7. Any sums that are owed by one party to the other shall remain due and payable on termination or expiry in accordance with this Ground Services Agreement.

10.8. In the event that the Provider terminates the Ground Services Agreement in accordance with clause 9.4, or if the Company terminates this Ground Services Agreement in accordance with clause 9.2 or 9.3 then any expenses incurred by the Company in promoting the Products (or otherwise incurred under this Ground Services Agreement) shall be reimbursed in full to the Company by the Provider.

11. INDEMNITY AND INSURANCE

11.1. The Provider agrees to indemnify the Company and its Business Customers against all Losses arising directly or indirectly from or in connection with this Ground Services Agreement and/or the Products including but not limited to:

- a) any complaints, allegations or claims made or brought against the Company and/or its Business Customers by Customers or other third parties arising from (i) any failure to provide any aspect of the Products; (ii) any dissatisfaction with the Products; or (iii) any illness or injury or death arising out of the Products; or (iv) any damage to property arising out of the Products; or (v) any negligence, fraud, or breach of any of the terms of this Accommodation Agreement by the Provider (or its employees, agents, contractors, or persons instructed by the Provider to provide any aspect of the Products);
- b) any alleged or proven non-compliance by the Provider (or its employees, agents, subcontractors, or persons instructed by the Provider to provide any aspect of the Products) with any Applicable Laws, the Health and Safety Guidelines or regulations of any Competent Authority; and
- c) any claims brought by a third party for alleged or actual infringement of such third party's Intellectual Property arising out of (i) the Company's and/or its Business Customer's use of the Provider's Intellectual Property; or (ii) where caused by any Products; or (iii) where caused by the supply or use of any Products.

11.2. For the avoidance of doubt, the above indemnity shall neither limit nor exclude any liability imposed by Applicable Law and shall not restrict any other remedies the Company or the Business Customer may have under any other provision of this Ground Services Agreement or Applicable Laws.

11.3. The provisions of Clause 11.1 and Clause 11.2 shall remain in full force and effect notwithstanding the expiry of the Term or earlier termination of this Ground Services Agreement (howsoever arising).

Ground Services Agreement

General Terms (Extranet)

11.4. The Provider shall maintain, throughout the Term, at its own cost, the following insurances:

- a) hoteliers liability (including but not limited to third party liability, products liability, premises liability and personal injury liability) insurance which shall not be less than the insurance limit required as per the Applicable Laws in the territory where the relevant Product is located or provided, covering the Provider's liability which it may incur towards the Company, any Business Customer, or any of the Customers or any other third party for any damages, liabilities, claims and costs from any of the causes, events or circumstances referred to in clause 11.1 and 11.2 and/or as a consequence of, directly or indirectly, of any action that the Provider takes or omits to take in the performance of this Ground Services Agreement; and
- b) motor vehicle third party legal liability insurance covering the Provider's liability for death or injury to third party persons including any employees or customers of the Company or its Business Customers, or for loss or damage to property of any employees or customers of the Company or its Business Customers or any third party caused by or arising out of the use of vehicle (including but not limited to passengers whilst in the vehicle or during the course of getting in to or out of the vehicles) for a limit not less than the statutory minimum requirements as required by the applicable law or regulation of the relevant country, state, province or local municipality in respect of any vehicle used for services under this Ground Services Agreement.

11.5. The Provider shall provide the Company with a copy of its insurance policies (including but not limited to policy wording and schedules), unless otherwise agreed with the Company, evidencing the insurance coverage requirement on the Provider referred to in clause 11.4 before the commencement of this Ground Services Agreement, on every renewal of each of such insurances and upon reasonable request by the Company. If in the reasonable opinion of the Company, the amount or the extent of the insurance cover held by the Provider is inadequate, then the Company may require the Provider to increase the amount or extent of such cover and the Provider shall comply with such requirement within seven (7) days of receiving such notice. Should the Provider fail to comply with such requirement, then the Company may immediately remove the Products from sale or terminate this Ground Services Agreement without liability. The Provider warrants that all such insurance policies will be maintained up-to-date and comply with Applicable Laws with respect of any insurances. The Provider shall provide translations of insurance policies or certificates, if not in English, with respect to its insurances referred in clause 11.4 at the expense of the Provider. For the avoidance of doubt failure to maintain the insurances referred in clause 11.4 shall be a material breach of this Ground Services Agreement which is incapable of remedy. In the event of failure of the Provider to comply with its obligations under clause 11.4 and clause 11.5 the Company may terminate

this Ground Services Agreement without liability. The Provider shall notify the Company immediately of any changes to any of its insurance referred in clause 11.4 and shall provide updated copies of any relevant certificates or policy documentation.

12. CONFIDENTIALITY

12.1. Each party undertakes that it shall not at any time during the Term of this Ground Services Agreement, disclose to any person any Personal Information, confidential information concerning the business, affairs, Customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2

12.2. Each party may disclose the other party's confidential information;

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Ground Services Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- b) as may be required by law, court order or any governmental or regulatory authority.

12.3. For the avoidance of doubt this clause 12 shall survive the termination of this Ground Services Agreement.

13. PERSONAL DATA

13.1. In order to fulfil its obligations under this Ground Services Agreement, the parties may Process Personal Information.

13.2. Each party will Process Personal Information in accordance with this Ground Services Agreement and in compliance with applicable Data Protection Legislation.

13.3. The Company owns the copyright and any database rights in the Personal Information.

13.4. Each party warrants and represents that it has:

- a) full legal authority to receive, store and Process Personal Information, to use it for the purpose(s) for which it has been collected;
- b) in place, appropriate technical and organisational measures to prevent unlawful or unauthorised processing, accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access and adequate security procedures to ensure that unauthorised persons will not have access to the Personal Information, or to equipment used to Process the Personal Information, and that any persons it authorises to have access to the Personal Information will respect and maintain the confidentiality and security of the Personal Information;
- c) as far as it is aware, the Processing of the Personal Information under this Ground Services Agreement will not infringe the Intellectual Property Rights of any third party.

13.5. Each party undertakes to:

- a) promptly comply with any request made pursuant to Data Protection Legislation from the other party requiring it to amend, transfer or delete Personal Information;
- b) notify the other party within 2 working days if it receives a request made pursuant to Data Protection Legislation from a data subject for access to that person's Personal Information. Each party shall provide the other party with full co-operation and assistance in relation to any such request.

14. AUDIT

14.1. The Provider shall permit the Company to audit the Provider's compliance with its obligations in this Ground Services Agreement, including but not limited to its obligation to comply with Applicable Laws and to protect Personal Information, provided that (save where an audit is required to be conducted differently for legal or regulatory reasons):

- a) such audits shall take place at the Provider's premises or (if applicable) wherever the Personal Information is being held at that time; and
- b) the Company provides no less than forty eight (48) hours written notice to the Provider of such audit and such audit is to take place within the Provider's normal hours of business.

15. ASSIGNMENT

15.1. This Ground Services Agreement is personal to the Provider and the Provider shall not assign, mortgage, charge or sub-license all or any of its rights or obligations under this Ground Services Agreement (or purport or agree to do so) without the prior written consent of the Company, such consent shall be at the Company's absolute discretion.

15.2. The Company may assign, mortgage, charge and/or sub-license and/or sub-contract, declare a trust over or deal in any other manner with any of its rights or obligations under this Ground Services Agreement, or may act through any company which is a member of the group of companies in which it belongs provided it gives prior written notice to the Provider and the Provider shall agree to any novation of this Agreement by the Company (including to any related business of the Company).

16. GENERAL

16.1. Nothing in this Ground Services Agreement shall create, or be deemed to create, a partnership or joint venture of any kind between the parties and the Company shall have no liability to the Provider's current or former employees, shareholders and/or creditors in any respect.

16.2. Each party acknowledges that, in entering into this Ground Services Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly set out or referred to in this Ground Services Agreement and all conditions, warranties or other items implied by statute or common law are excluded to the fullest extent permitted by law.

Ground Services Agreement

General Terms (Extranet)

16.3. If any provision of this Ground Services Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, it shall be amended to the minimum extent required to make it valid and enforceable, and the other provisions of this Ground Services Agreement shall remain in full force and effect.

16.4. No waiver by the Company of any breach of the Provider's obligations shall constitute a waiver of any prior or subsequent breach and the Company shall not be affected by any delay, failure or omission to enforce any obligation of the Provider.

16.5. This Ground Services Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein and supersedes any and all agreements, written or oral, express or implied between the parties with respect to its subject matter and it may not

be modified except by an instrument in writing signed by an authorised representative of each of the parties hereto.

16.6. This Ground Services Agreement and any amendment hereto may be executed in any number of counterparts, each of which shall be enforceable with respect to the parties actually executing such counterparts.

17. SUSTAINABILITY

The Provider acknowledges that the Company is committed to the Environmental Policy and Provider agrees to use its best endeavours to operate in a manner that reflects the principles of such policy. The Company encourages the Provider to provide the Company with documentation that evidences the Provider's commitment to these principles, such as the 'Travelife' certificate or any other comparable documentation, to enable the Company to highlight such principles when promoting or marketing the Provider.

18. GOVERNING LAW AND JURISDICTION

18.1. This Ground Services Agreement shall be governed by and construed in accordance with English law.

18.2. If the Provider is located in a jurisdiction where an English court judgment can be enforced, then any and all disputes arising out of or in connection to this Ground Services Agreement shall be finally settled by the English Courts. If an English court judgment cannot be enforced in such jurisdiction, then any and all disputes arising out of or in connection to this Ground Services Agreement shall be finally settled by arbitration under the rules of the DIFC LCIA ("**Rules**"), which Rules are incorporated by reference into this Ground Services Agreement. The number of arbitrators shall be one, nominated by the arbitration centre. The seat or legal place of arbitration shall be the Dubai International Financial Centre and the language of the arbitration shall be English.

Ground Services Agreement

Schedule 1 Service Level

1. Goals & Objectives

To ensure that the correct practices and procedures are in place to provide consistent service support and delivery to the Company by the Provider.

2. Provider Responsibilities

2.1 Support for Enquiries

To provide the Company with a dedicated manager, responsible for overseeing and resolving escalated queries and enquiries from the Company where the operational/customer relations department has not delivered on the below service level.

To provide the Company with a daily catch up call (if requested) within peak periods and regularly upon request during other periods.

To provide the Company with a priority phone line during working hours.

To provide the Company with a 24/7 emergency phone line and In resort phone line.

Requests to reconfirm a booking must be actioned within 12 hours of request (or earlier if the circumstances require) and the Provider must advise the original confirmation number.

2.2 Changes to Existing Bookings (pre & post)

Changes to Existing Bookings pre-travel

The Provider must offer early check out charges within 2 hours of being requested by the Company and will provide those charges separate from the new booking charges clearly to the Company.

The Provider shall keep the same reference number and use it in all correspondence relating to a matter, to avoid further administrative work.

Missed stop Sales

It is the Provider's responsibility to call and email the Company's departmental team leaders as soon as is possible where the Provider or its supplier has missed a stop sale and the only option is to move the passenger. In those instances the Provider will work alongside the Company to ensure that the passenger's needs are met, and will not categorise this as an accommodation change. The Company can retain the booking in the original booked property with another accommodation provider or hotel directly, the Provider must reimburse the Company for any cost difference between the Provider cost and the new cost

Changes to Descriptions, Star Ratings or other Errata

The Provider undertakes to notify the Company within 24 hours of any withdrawal of, or alteration to, the Products or any other matter (or earlier if the circumstances require). The Provider also undertakes to inform the Company within 24 hours (or earlier if the circumstances require) of any building, maintenance work or other activity taking place at a property and of the withdrawal of services which may adversely affect the enjoyment or quality of the Customer's stay. The Provider hereby undertakes to follow the above irrespective of whether the Company has any affected bookings. The Provider hereby declares they will be responsible for any liability that the Company might incur in cases where static data (i.e., data which is stored and only refreshed at certain intervals) at the moment of booking did not reflect the real status of a Product.

SIGNIFICANT change – where there is a significant change the Provider will offer compensation to the Company for this at the time it notifies the Company of the change. Where such offer is not acceptable to the Customer, the compensation offered must also take into consideration the cost of flights and potential court losses. All compensation shall be quoted NET to the Company.

2.3 Product Administration

Images

The Provider must provide images with all of the properties imported by the Company and the Company may refuse to sell any Product without those images.

Descriptions

The Provider must provide all content in English and without reference to the Provider's business name or any third party names, addresses and websites.

Health and Safety

The Provider shall be responsible for ensuring that its properties (or any directly or indirectly contracted properties) undergo a comprehensive health and safety audit that complies with all EU and/or local laws and regulations on health and safety and any Health and Safety Guidelines provided by the Company including, but not limited to HACCP and Fire Safety.

In the event that the Provider persistently fails to meet some or all of the Service Levels, the parties shall meet to discuss the Provider's performance. The Provider shall put in place a plan to rectify the breaches, to be approved by the Company.

Any notifications required to be sent by the Provider under this Agreement shall be sent to the details set out in the Help Section of the extranet system.

Ground Services Agreement

Schedule 2 Mandatory Policies

- 1) dnata Anti-bribery and Corruption Policy
- 2) dnata Antitrust and Competition Law Policy
- 3) The Emirates Group Anti-Slavery and Human Trafficking Policy
- 4) US Sanctions Compliance Programme
- 5) Environmental Policy



Anti-Bribery and Corruption Policy

1. Introduction

- 1.1. The Group is committed to ethical business practices and in particular, to compliance at all times with applicable anti-bribery and anti-corruption laws in all countries where the Group carries on business (collectively, the **Anti-Corruption Laws**).
- 1.2. The principles in this anti-bribery and corruption policy document (the **Policy**) apply to the full range of the Group's business activities around the world. In addition to legal requirements, the Group believes that long-term, successful business relationships are built on honesty, fairness, and the strength of the Group's products and services, and not on unethical business practices. The Policy provides clear rules for Group personnel and third parties engaged in Group business, to ensure compliance with the Anti-Corruption Laws and the Group's ethical standards and expectations.

2. Responsibility for compliance with this Policy

- 2.1. This Policy applies to all Group Personnel and all of the Group's Business Partners. For these purposes:
 - 2.1.1. **Authorities Manual** means the authorities manual for the time being of the relevant Group entity;
 - 2.1.2. **Business Partners** includes all third parties who are specifically appointed to engage in business for or on behalf of the Group, including, without limitation, representatives, agents, lobbyists, consultants and joint venture partners and excludes third parties who supply goods or services to the Group;
 - 2.1.3. **Group** means all and any of dnata, dnata World Travel and Emirates, and any of their subsidiaries, branches, businesses or divisions;
 - 2.1.4. **Group Personnel** includes all employees, officers, and directors of the Group and any of them.

3. Prohibition against bribes and improper payments

- 3.1. Group Personnel and Business Partners are prohibited from:
 - 3.1.1. making or receiving bribes in connection with Group business; and
 - 3.1.2. offering or receiving any financial or other advantage to or from another party with the intention to influence or reward the improper performance of an activity.
- 3.2. Bribes can take on many shapes and forms but typically they involve corrupt intent. There will usually be an expectation for something in return – both parties will benefit.
 - 3.2.1. A bribe could be a direct or indirect promise, offering or authorization of anything of value or the offer or receipt of any kickback fee, reward or other advantage.
 - 3.2.2. Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal or unethical.
 - 3.2.3. Corruption is the misuse of public office or power for private gain, or misuse of private power in relation to business outside the realm of government.
 - 3.2.4. Acts of bribery or corruption are designed to influence the individual in the performance of their duty and induce them to act dishonestly.
- 3.3. If any Group Personnel breaches paragraph 3.1, disciplinary action may be taken against such individual up to and including termination.
- 3.4. The use of intermediaries (including agents) for the payment of bribes or other improper payments is prohibited.
- 3.5. There are no exceptions to the prohibition contained in this Policy against bribes or improper payment activity. The fact that Group Personnel, for example, may be pursuing business in a country where that individual believes corruption is widespread, is part of the culture or way of doing business, or where legal standards governing bribery are unclear, or in a transaction where a Group employee has been solicited for a bribe, will not serve as excuses for engaging in improper payment activity. Nor will evidence that the Group's competitors may be engaged in improper conduct. Group Personnel should never engage in improper payment activity because instructed to do so by a manager or co-worker. If this situation ever arises such individual must report this in accordance with relevant reporting procedures. No Group employee or Business Partner will suffer adverse consequences for refusing to engage in improper payment activity, even if this results in loss of business.

4. Extortion

- 4.1 Subject to Clause 4.2, the Group will actively resist extortion and all other demands for improper payments made under duress.
- 4.2. The health, safety and liberty of Group Personnel will always be a priority. Therefore, if your personal health, safety or freedom could be at risk if you do not make a payment which is being demanded, you may make the payment. These payments must be promptly reported and accounted for by local senior management and will be subject to audit.

5. Guidelines on specified activities

The following “Guidelines” explain how the Policy applies to certain types of activities:

5.1 Facilitating Payments

- 5.1.1. There are limited circumstances in which the member of the Group concerned may be permitted to make a payment to a government official without violating the applicable Anti-Corruption Laws. Some Anti-Corruption Laws have a narrow exception for what are known as “facilitating payments” – payments to government employees to expedite or secure the performance of a routine governmental action **(Facilitating Payments)**. Under this exception, for example, it may be permissible to make a Facilitating Payment to obtain permits, licenses or other documents to allow the member of the Group concerned to do business in a certain country; to process governmental papers such as visas and work orders; to provide police protection, mail pick-up and delivery or scheduling inspections; or to provide phone service, power and water supplies, or loading and unloading of cargo.
- 5.1.2. It is the Group’s policy not to make or permit Facilitating Payments of any kind, except in limited situations in which a Facilitating Payment is lawful and unavoidable. Any Facilitating Payments must be approved by the EVP/DSVP/SVP of the relevant business unit (in respect of dnata, dnata World Travel or Emirates) or the CEO and board (in respect of subsidiaries). In addition, all Facilitating Payments must be fairly and accurately recorded and accounted for.

5.2 Gifts

- 5.2.1. You may not give or offer a gift to, or accept a gift from, anyone with whom the Group conducts business where the gift would exceed customary courtesies associated with accepted ethical commercial practice. Any gift you offer, give or receive must be given as a legitimate, justified business courtesy and never in exchange for obtaining an inappropriate advantage or benefit.
- 5.2.2. Receiving or giving gifts of cash (or cash equivalents such as gift vouchers) is strictly prohibited.
- 5.2.3. If you are requested to offer gifts that exceed the customary courtesies or that could give the appearance of impropriety, you must immediately consult your supervisor and/or the head of your business unit. A gift should not be accepted when to do so is either prohibited under local law or could be viewed as done for the purpose of influencing a business decision or appears to create a conflict of interest for those involved.

5.3 Business entertainment and hospitality

- 5.3.1. Hospitality includes meals, invitations to events, functions or other social gatherings in connection with matters related to the business of the Group. These activities are acceptable provided they fall within reasonable bounds.
- 5.3.2. Reasonable and proportionate hospitality which seeks to improve the image of the Group and its services and products, or to establish cordial relationships, is recognised as an established and important part of doing business. In order to amount to a bribe, hospitality must be intended to induce a person to perform a function improperly.
- 5.3.3. Determining the acceptability of a particular form of business entertainment or hospitality requires the exercise of individual judgement. In arriving at this judgement, ask yourself the following:
 - What is the intent – is it to build a relationship or is something else?
 - Apply the ‘newspaper test’ – would a newspaper be likely to report the business entertainment or hospitality, and if it did, what would the public’s perception be? For example, an all-expenses paid overseas golfing weekend prior to a tender evaluation would almost certainly give rise to an adverse impression if reported.
 - Would you be comfortable in justifying the entertainment/hospitality to management?

- If you find it difficult to answer one of these questions, there may be a risk involved which could potentially damage the Group's reputation and business

Circumstances that are usually acceptable include:

- Meals with someone with whom the Group does business that are reasonable in value and frequency;
- Occasional attendance at sporting, theatre and other cultural events or social gatherings.

Circumstances which are not acceptable include:

- Hospitality or entertainment which is offered in return for an inappropriate advantage or benefit or which could influence the independence of the receiver; and
- Entertainment of an inappropriate nature (for example, lavish or offensive entertainment).

5.3.4. The form and cost of acceptable business entertainment or hospitality will depend on a number of factors, including the nature of the relationship with the host or guest, the cost and standard of living in the region and the acceptable forms of business entertainment or hospitality in the region. Should you have any doubt as to what is acceptable in any particular situation you should consult your supervisor and/or the head of your business unit.

5.3.5. Particular caution must be used in providing entertainment to government officials.

5.3.6. Business entertainment or hospitality expenses must be properly recorded in the books and records of the relevant Group entity.

5.4 Sponsored travel

5.4.1. In appropriate circumstances, the Group may sponsor reasonable and legitimate travel expenses of customers, potential customers and others that are directly related:

- to promoting or demonstrating the Group's products and services; or
- to performing a contract between the Group and the customer; or
- to a fact finding mission to understand relevant foreign markets and regulatory environments.

5.4.2. These expenses must have a legitimate business purpose and must be limited to those necessary to carry out such purpose.

5.4.3. Sponsored travel expenses require prior written approval in accordance with the provisions of the Authorities Manual.

5.5 Political support and contributions

5.5.1. All employees and anyone acting on behalf of a Group entity contemplating lobbying or political support must act with honesty, integrity and transparency at all times. You must:

- seek advice from the relevant government relations team or legal adviser (with a copy to Vice President, International, Government and Environment Affairs of Emirates Group) to ensure compliance with local laws and regulations; and
- ensure that the information that you provide about this lobbying activity is transparent, factually accurate and fairly represented.

5.5.2. Any third party conducting lobbying activity on behalf of a Group entity must be approved in accordance with the provisions of the applicable Authorities Manual.

5.5.3. The Group does not make donations or contributions to any political parties or public international organisations. You may not make any donations to any political party or public international organisation.

5.6 Business Partners

- 5.6.1. The Group will only engage Business Partners of known integrity who will not expose the Group to unacceptable reputational or legal risks. No Business Partners may be retained except in the manner and following the requirements for evaluating, selecting and retaining such Business Partners as set out below.
- 5.6.2. Business Partners may be engaged only in accordance with the provisions of the Authorities Manual.
- 5.6.3. Business Partners may be hired only after the completion of an appropriate level of due diligence. Such due diligence may include: ownership, background checks, reviews of letters of recommendation, reviews of credentials, reviews of financial statements, contact with local Chambers of Commerce, independent confirmation of the candidate's history of government employment and evaluation of the candidate's other connections to government officials, including family relations.
- 5.6.4. All written agreements with Business Partners will include as a minimum standard contract provisions as follows relating to compliance with Anti-Corruption Laws and this Policy:
 - (A) *For the purposes of this clause, "Business Partner" means [insert name of Business Partner] and "Company" means [insert name of Group company].*
 - (B) *The Business Partner acknowledges that it has received a copy of the Company Anti-Bribery and Corruption Policy (the **Policy**) and agrees to comply with the provisions of the Policy at all times during the term of this Agreement. The Business Partner shall indemnify the Company and each of its directors, officers and employees from and against any liability, fine, loss or damage arising out of or in connection with any breach of the Policy by the Business Partner. In the event of any breach of the Policy by the Business Partner, Company may immediately terminate this Agreement by written notice to the Business Partner. The indemnity provided by the Business Partner in this clause shall survive any termination of this Agreement.*
- 5.6.5. Business Partners may be paid by cheque or wire transfer only, and never in cash. All payments will be made pursuant to invoices, receipts or other documentation documenting services rendered in detail. All agreements with Business Partners will contain standard contract language setting out these requirements.
- 5.6.6. It is the responsibility of anybody interacting with a Business Partner to look out for "red flags" and, if any are found, to report these to their line manager.

6. Doing business with the government

- 6.1. Group Personnel must be especially vigilant in dealing with all government officials. Activities that may be permissible when working with private sector partners may be improper or illegal when working with a government official.
- 6.2. Group Personnel who have any questions regarding whether interactions with government officials are appropriate should immediately contact their line manager.

7. Compliance

- 7.1 It is the responsibility of all Group Personnel to understand and comply with this Policy. Additional guidance and procedures relating to the Policy may be issued from time to time.
- 7.2. In respect of subsidiaries, the CEO and board are: accountable for ensuring that the relevant business complies with this Policy and associated guidelines; and responsible for final determinations made pursuant to this Policy and any guidelines.

8. Implementation

- 8.1. Local management is responsible for implementation of this Policy and ensuring their employees are aware of the Policy. Any Group Personnel who has any question in respect of the Policy should address this to his local management.

9. Record keeping

- 9.1. All of the books and records of the members of the Group must fully and fairly reflect all expenditures of the members's funds. Attempts to create false or misleading records are forbidden. These requirements apply to all books and records of the members of the Group. No payment on behalf of any member of the Group may be approved without adequate supporting documentation or made with the understanding that all or part of such payment is or has been used for purposes other than those identified in supporting documents. No undisclosed or unrecorded funds of any member of the Group, such as "off the books" accounts, shall be established for any purpose. No payments can be made, directly or indirectly, to undisclosed or unknown recipients, or any other individuals with whom the Group employee responsible for maintaining the relationship is unable to vouch for his or her credentials.

10. Breaches and reporting

- 10.1. Breach of this Policy may result in disciplinary action for Group employees up to and including termination and/or referral to national law enforcement authorities. Breaches of the Anti-Corruption Laws could also subject the individual who committed the violation to civil or criminal penalties, including substantial fines and potentially lengthy imprisonment. For Business Partners, breach of this Policy will lead to termination of the relationship with the Group.
- 10.2. If you are not sure whether the Policy has been breached, you should report your concerns to your line manager in the first instance.
- 10.3. All persons subject to this Policy are required promptly to report any instances of non-compliance with this Policy to:
 - 10.3.1. for dnata, dnata World Travel or Emirates: the applicable DSVP / SVP of your business unit AND SVP Legal of Emirates Group;
 - 10.3.2. for subsidiaries and joint venture companies: CEO & board members AND SVP Legal of Emirates Group.
- 10.4. If you require further guidance on this subject matter please consult your normal source of legal advice.

11. Speak Up

- 11.1 All employees are encouraged to speak up if they know of, or suspect, (i) a breach of this Policy, or (ii) an offer or request by a third party for anything that is, or could reasonably be considered as, a bribe.
- 11.2 If you do not feel comfortable raising your concerns with your line manager or through the other reporting mechanisms listed in the Policy, you can raise your concerns via Speak Up, our confidential disclosure programme.

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Antitrust and Competition Law Policy

1. General Principals

- 1.1. A number of countries have antitrust/competition laws which are actively enforced. Generally these laws prohibit practices amongst companies that reduce competition or threaten to shut out competition from third parties. These laws also prohibit unilateral behaviour by companies that have a very strong market position which abuse that position or seek to monopolise markets.
- 1.2. Breach of antitrust/competition laws in some jurisdictions may expose the company to fines and legal action by third parties as well as exposing the individuals involved to the risk of criminal prosecution and imprisonment.
- 1.3. In light of the above, the company has introduced a Global Antitrust/Competition Law Compliance Programme in order to ensure, so far as possible, that the company's staff are aware of antitrust/competition laws and to provide guidance on how to observe them in practice (Compliance Programme).

2. Simplified Guidelines

2.1 In general the following activities are likely to raise antitrust/competition law issues and should be avoided:

2.1.1 **Competitor contact:** When dealing with competitors you should avoid participating in the following activities:

a. **Fixing** (with competitors):

- **prices** (e.g. to charge a certain fare on a specified route or ground handling rates or hotel rates);
- **capacity** (e.g. to reduce frequencies on a certain route or not to offer more than a certain number of seats);
- **schedules** (e.g. to fly on days 1, 3 and 6 whilst another competitor flies on days 2, 4 and 7 on a route so as not to overlap); or
- **other terms on which companies compete** (e.g. travel agent commissions, internet sales discounts, frequent flyer programmes, marketing / promotional support, etc.).

b. **Allocating/sharing markets or customers** (e.g. agreeing with a competitor not to operate a certain route or ground handlers allocating certain airlines among themselves);

c. **Bid-rigging** (e.g. secretly agreeing with another competitor as to how you will both respond to an RFP); and

d. **Collective boycotts** (e.g. agree with a competitor not to deal with travel agents who will not accept a standard form agreement or travel agents agreeing to boycott certain airlines).

2.1.2 **Abuse of a dominant position:** If your company has a strong market position, it should not abuse that position or seek to monopolise markets by engaging in discriminatory, predatory or excessive pricing and / or tying or bundling of products or services.

2.2 In addition to Section 2.1, the following commercial arrangements may also raise competition/antitrust issues:

2.2.1 **Joint ventures:** If a proposed joint venture looks as if it could have an effect on trade in a country that has competition/antitrust law, you should take particular care with any non-compete clauses or situations where the parties amalgamate pre-existing businesses.

2.2.2 **Mergers:** Mergers raise their own competition issues between competitors and specific legal advice should be taken.

3. Global Antitrust / Competition Law Compliance Programme

3.1 Group Legal have developed a full Compliance Programme document which is available on the company intranet for your review. This gives you further guidance on how to conduct business in a manner that complies with competition law. It also sets out guidance and procedures that should be followed in the event that a regulator conducts an onsite inspection at our office (sometimes known as a dawn raid).

3.2 Your line manager will provide you with a copy or ask you to read this document if your work may be effected by these laws. However, should you be in any doubt please consult your manager/supervisor, Group Legal or your normal source of legal advice before undertaking activities that you feel may breach these laws.

3.3 Non-compliance is a disciplinary offence, which could lead to termination of employment for any employee who wilfully or negligently infringes any applicable antitrust / competition law.

The Emirates Group Anti-Slavery and Human Trafficking Policy



I. General Principles

- 1.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.
- 1.2 The Group complies with all of the laws of the countries in which it operates. Amongst these are the laws relating to anti-human trafficking and anti-slavery laws. The Group has a zero tolerance approach to modern slavery and is committed to acting ethically and with integrity in all of our business dealings and relationships and to implementing effective systems and controls to ensure modern slavery is not tolerated in our own business or in any of our supply chains.
- 1.3 The Group is also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, in line with the disclosure obligations under the Modern Slavery Act 2015. The Group expects the same high standards from all of our contractors, suppliers and other business partners.

2. Scope

- 2.1 All Group employees, officers and directors, as well as anyone acting on behalf of the Group or any Group company must comply with this policy.
- 2.2 Management at all levels are responsible for ensuring those reporting to them are aware of the issue of modern slavery and understand and comply with this policy. Any Group employee who has any questions in respect of this policy should address this to local management.

3. Guidelines

- 3.1 Group employees must ensure that they read, understand and comply with this policy.
- 3.2 The prevention and reporting of modern slavery in any part of its business or supply chains is the responsibility of all those working for the Group or under its control. Group employees are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 3.3 Group employees must notify their manager or report it in line with the applicable whistleblowing procedures as soon as possible if they believe or suspect that a conflict with this policy has occurred, or may occur in the future.
- 3.4 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of the supply chains constitutes any of the various forms of modern slavery, raise it with your manager.
- 3.5 The Group aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

4. Communication and Awareness of this Policy

- 4.1 Each Group company must seek to ensure that the Group's zero-tolerance approach to modern slavery is communicated to all employees, suppliers, contractors and business partners.
- 4.2 As part of the contracting processes, you must include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and the Group expects that our suppliers will hold their own suppliers to the same high standards. For assistance in drafting appropriate clauses, please consult your normal source of legal advice.

5. Breaches of this Policy

- 5.1 Any Group employee who breaches this policy may face disciplinary action, which could result in dismissal for gross misconduct.
- 5.2 The Group may terminate its relationship with other individuals and organisations working on our behalf if they breach this policy.

US Sanctions Compliance Programme

I. Policy Statement

It is the policy of the Emirates Group (the "Group")¹ to comply with all applicable laws and regulations and to maintain the highest level of professional and ethical standards in all of its business affairs. The Group places the highest importance on protecting its reputation for honesty, integrity and high ethical standards.

All Group employees, contract workers, officers and directors ("**Employees**"), as well as anyone acting on behalf of the Group or any Group company, shall comply with all applicable laws and regulations. These include, but are not limited to US sanctions and embargoes ("**US Sanctions**") whenever they apply to our business. Group companies and operating units located in countries other than the United States that maintain their own national sanctions and export control requirements also must comply with those requirements, when applicable.

The US Sanctions applicable to the business of the Group can be placed in two broad categories (i) US Economic Sanctions; and (ii) Export Controls. The following sections describe these two aspects of the US Sanctions and explain the compliance obligations that apply to Group companies and their Employees. Included at the end of this document is a simple checklist which Employees can review to understand whether a particular transaction may be subject to US Sanctions exposure.

In addition to the general compliance obligations described in Sections II to VIII of this Programme, Annexures 1 to 5 of the Programme contain further guidance for specific individuals and divisions of our business; namely: (1) US Persons; (2) non-US Persons; (3) Emirates SkyCargo; (4) Emirates Engineering; and (5) Procurement & Finance.

II. US Economic Sanctions and Export Controls

A. US Persons, Embargoed Countries and OFAC sanction targets

The US Treasury Department's Office of Foreign Assets Control ("**OFAC**") enforces US economic and trade sanctions based on US foreign policy and national security goals. For certain "**Embargoed Countries**", presently Crimea, Cuba, Iran, North Korea, Sudan and Syria, OFAC prohibits a broad range of dealings by "**US Persons**" with the country, its government, and associated "**OFAC sanctions targets**" (who can be individuals or entities), subject to a limited number of exceptions (such as for passenger travel).

"**US Persons**" include (a) all US-incorporated entities (and, in some cases, non-US subsidiaries of US companies), (b) all persons in the United States and (c) any US citizens or US green card holders.

The "OFAC sanctions targets" referred to above include not only persons in or associated with the Embargoed Countries and their governments but also persons identified in a list maintained by OFAC of Specially Designated Nationals and Blocked Persons ("**SDNs**"). US Persons must freeze the assets of SDNs and are prohibited from transacting either with them or companies owned 50% or more by them, unless authorised by OFAC. The SDN list includes not only SDNs associated with particular sanctioned countries but also OFAC-designated terrorists, nuclear proliferation threats,

¹ References to the "Group" in this Programme mean Emirates, dnata and dnata World Travel, together with their consolidated subsidiaries and controlled joint ventures.

narcotics traffickers, criminal organisations and other OFAC-sanctioned persons. Summaries of the OFAC sanctions programmes and related programme information are available at OFAC's website: www.treas.gov/ofac/.²

B. Non-US Persons

OFAC's economic sanctions also apply to non-US Persons such as the Group and its non-US Employees, to the extent of their activity in or through the United States or otherwise involving US Persons, US territory, the US financial system and/or US Origin Goods (as defined below) (collectively, "**US Elements**"). Thus, the Group, or an Employee who is a non-US Person, potentially violates the OFAC sanctions by involving the US financial system (for example, international wire transfers in US Dollar) or other US Elements in transactions with the Embargoed Countries, SDNs or other US Sanctions targets, unless OFAC has authorised that transaction.

In addition, even where a transaction involves no US Elements, OFAC can impose sanctions on any person or entity globally that engages in significant transactions with, or provides material assistance to, a SDN. Therefore, any dealings by the Group or its Employees with SDNs are strictly prohibited.

C. The travel exemption

Importantly, and relevant to the business of the Group, OFAC's economic sanctions "*do not apply to transactions ordinarily incident to travel to or from any country, including importation of accompanied baggage for personal use, maintenance within any country including payment of living expenses and acquisition of goods or services for personal use, and arrangement or facilitation of such travel including non-scheduled air, sea, or land voyages*". This exemption is commonly referred to as the "**travel exemption**" and applies to all countries served by the Group. Whilst the transportation of passengers constitutes a large proportion of the Group's business, there is a significant amount of business conducted by the Group which might not fall within this exemption, for example, the Group's cargo, ground handling, engineering and IT services businesses. The travel exemption is likely to be interpreted narrowly to capture elements that relate purely to passenger travel and associated hotel, rental car and other customary arrangements by or for passengers incident to their travel. Employees of the Group must consult with their line managers if they have any doubts on the applicability of the travel exemption.

D. OFAC's Economic Sanctions: principal compliance obligation

It is the policy of the Group to comply fully with all Sanctions laws and regulations of the United States when applicable to our business globally. Therefore, in relation to OFAC's economic sanctions, neither the Group nor any of its Employees will engage in any business dealings with SDNs. Implementation of this compliance obligation will be achieved through the screening and filtering process described more fully in Section IV of this Programme. Furthermore, in the absence of an appropriate license, authorisation or exemption the Group and its Employees will ensure that no US Elements are involved in any business dealings which involve Embargoed Countries.

III. US Export Controls

Under the Export Administration Regulations ("**EAR**"), the US Department of Commerce ("**Commerce**") prohibits most exports or re-exports of US-Origin Goods to Embargoed Countries.

A. US Origin Goods

The definition of "**US Origin Goods**" under the EAR includes commodities, software and technology exported from the United States or re-exported from a third country. This will also include non-US Origin Goods which contain more than ten percent of controlled US-origin content. The range of applicable controls varies depending on the goods, technology, end use, end user, other participants and destination country. In this Programme, we refer to any US Origin Goods that require a specific US export license or other US written authorisation for export or re-export to a relevant country as a "**US Export-Controlled Item**".

² A searchable list of SDNs can be found at List available online at: <https://sanctionssearch.ofac.treas.gov/>. Given the complexity of the different US Sanctions rules, Employees must, in the event of any doubt, consult their line manager who will escalate to Group Legal as required.

B. Scope of the EAR

Under the EAR, Commerce controls exports on a case-by-case basis, by examining the nature of the product, the destination, the end-user and the end-use. The EAR prohibits the unlicensed export or re-export of US Export-Controlled Items to the Embargoed Countries as well as certain US-restricted end-uses and end-users, including so-called “**Denied Persons.**” In addition, some US Export-Controlled aircraft-related Items have strategic sensitivity, such as certain avionics, and may require licenses under the EAR for export or re-export to a broader range of countries.

Specific controls apply across the Group to export transactions that involve US Export-Controlled Items, including export-controlled US-origin commodities, software, technology, defence articles or controlled technical data.³ These controls seek to prevent the Group’s involvement in unauthorised exports of such US Export-Controlled Items, particularly to any SDNs, Denied Persons or Embargoed Countries. In cases of doubt, to determine whether a particular item constitutes a US Export-Controlled Item (including technology or a US-origin defence article) or is otherwise subject to restrictions under this Programme, Employees should consult their manager who will escalate to Group Legal as required.

C. US Export Controls: principal compliance obligation

It is the policy of the Group to comply fully with all export control laws and regulations of the United States when applicable to our business globally. In the absence of an appropriate license or authorisation, the Group will not knowingly make any sales, shipments or transfers of US Origin Goods to any individual, entity or country subject to economic or trade sanctions imposed by the United States or any of the other jurisdictions in which the Group operates, unless the Group shall have first determined (or received assurance from its customers) that such transaction complies with applicable law (for example, because it does not involve any US Export-Controlled Item). The Group will require its cargo customers, as a condition of carriage of their goods, to warrant that their shipments comply with the applicable laws of the relevant exporting and importing countries and all terms and conditions of any applicable export controls or license requirements.

IV. Screening and Filtering

Before engaging in any transactions involving Embargoed Countries or individuals or entities who are residents or nationals of Embargoed Countries, the names of the parties involved must be screened to determine whether the transaction involves or relates to “**Restricted Persons.**” Such transactions could include international wire payments, export/import transactions, including equipment disposals, or providing cargo services.

For the purposes of Section IV of this Programme, **Restricted Persons** means:

- a person or entity listed by OFAC as an SDN or other OFAC sanctions target (for example, a government or resident of an Embargoed Country or an entity owned 50% or more by an SDN;⁴
- a person or entity listed by Commerce as a Denied Person or other US export restricted party;⁵ or
- a person or entity that is designated as a sanctions target under the laws of other major jurisdictions in which the Group operates.

Unless authorised by Group Legal, no transaction may be executed that involves, either directly or indirectly, a Restricted Person. With the exception of transactions involving SDNs, dealings with other Restricted Persons can be authorised by Group Legal, subject to Group policy considerations, if they do not involve any US Elements. In cases of doubt, Employees must always consult their line manager, who will escalate the matter to Group Legal as appropriate.

If, at any time, an Employee believes that a counterparty, referral source, business contact or other party with whom the Employee has an existing business relationship, is or may be a Restricted Person, the Employee must notify their line manager who will obtain guidance from Group Legal as required. Employees should reject and report to their line

³ “US-origin defense articles” include any US Export-Controlled Items designated on the US Munitions List under the International Traffic in Arms Regulations; i.e., sensitive military and other defense items and related software and technical data.

⁴ List available online at: <https://sanctionssearch.ofac.treas.gov/>

⁵ Lists available online at: <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>

manager any request to omit or conceal names, addresses or other information relating to possible Restricted Persons or Embargoed Countries in transaction records or other commercial documents. Any such lack of transparency in regard to a US Sanctions issue will not be tolerated and may result in disciplinary proceedings.

Should any contemplated transaction or customer relationship appear to involve a Restricted Person, directly or indirectly, the transaction or relationship may only proceed with the prior approval of Group Legal, who will address the legality and reputational risk of the activity in question.

V. Insulation of US Persons

The Group is not a US Person, but all of its offices and Employees in the United States and any Employee globally with a US passport or green card are US Persons. In the absence of an applicable license, authorisation or exception (such as the travel exemption), US Sanctions prohibit the involvement of US Persons in transactions with OFAC sanctions targets. For this reason, the Group requires the non-involvement of US Persons in its dealings (if any) with Embargoed Countries and other OFAC sanctions targets unless those dealings relate to passenger transportation (covered by the travel exemption) or OFAC otherwise has authorised or licensed such dealings. In addition, as stated above, the Group does not allow dealings with SDNs by either US Person or non-US Person Employees.

VI. Local Export Control Requirements

Each Group company and all teams at outstations shall have sufficient awareness of any local law requirements to ensure that all applicable export licenses and/or other required authorisations are in place in relation to the Group's own export transactions, and shall also obtain certifications of compliance from their customers in connection with all relevant cargo services. Records must be maintained in relation to all exports, including details of relevant licenses or authorisations, shipping documents and other records, for a period of at least five years or longer if required by local law. Aside from the United States, the European Union ("EU") has implemented a comprehensive economic sanctions and export controls regime. In light of the size of the Group's business in the EU and the large number of EU citizens who are Employees, included in Annex 6 is a brief summary of the EU regime.

VII. Compliance Programme Administration

The ongoing administration of the Programme will be directed by Group Legal. Group Legal will coordinate with other relevant control functions within the Group as necessary, regarding procedures, training, and other compliance issues.

VIII. Reporting and Remediation

A. Reporting obligations

Employees should report any activity that they believe may violate the requirements of the Programme. Such report shall be made to an Employee's direct supervisor, or otherwise to the next most senior supervisor, or directly to Group Legal through the Senior Vice President – Legal.

Once an Employee has made a report, the Employee is required to cooperate fully with investigations by the Group into issues or conduct under this Programme and to maintain the confidentiality of investigative information unless specifically authorised to disclose such information.

Under no circumstances shall the reporting of any such potential Programme violation serve as a basis for retaliation and intimidation against any Employee making the report in good faith.

B. Enforcement and discipline

The standards set forth in this Programme are important to the Group and must be taken seriously. Violations of these standards due to negligent or reckless conduct will not be tolerated and, in accordance with applicable laws and regulations, will result in the imposition of appropriate disciplinary actions, up to and including termination. A record of any disciplinary action shall be maintained.

US Sanctions Compliance Checklist

A. Transactions that do not involve SDNs

1. Does the transaction involve an Embargoed Country or Restricted Person?

YES / NO

If yes:

2. Does the transaction involve "US Persons" or exports of "US Origin Goods", including:

- anyone located in the US;
- anyone that has a US passport or US green card;
- any US-based banks, freight forwarders or other US-based companies;
- any USD-denominated wire payments, cheques or card charges; or
- any transfers to an Embargoed Country or Restricted Person of US Origin Goods.

YES / NO

If yes:

3. Does the transaction involve something other or more than passenger transportation and accompanying luggage?

YES / NO

If yes:

4. Have you obtained authorization from Group Legal for the transaction?

YES / NO

If no, do not proceed unless and until Group Legal authorizes the transaction.

B. Transactions that involve SDNs

- *Group policy prohibits the involvement of SDNs in our transactions.*
- *Immediately upon determining that your transaction involves an SDN, put that transaction on hold and notify Group Legal.*

Annex 1

Additional instructions for US Persons employed by the Group

You are a US Person if you have a US passport or green card or are located in the United States.

If you are a US Person, do not participate in any Group business that involves Embargoed Countries or Restricted Persons, except for passenger transportation and any other transactions authorised under US Sanctions.⁶

The requirement not to participate in such business includes a prohibition on:

1. Providing any commercial advice, assistance or other support in connection with any such business;
2. Supervising, authorizing or approving any such business;
3. Participating in the re-design or restructuring of any such business;
4. Providing corporate services (e.g., accounting, logistics, contract administration, technical services) specifically to support such business;
5. Referring such business to any other person.

The US sanctions do not extend to passive awareness by US Person employees of the Group's activities involving Embargoed Countries or Restricted Persons, as long as the US Persons do not use their awareness of such business to engage in unauthorized activity that facilitates such business.

US Persons should consult with Group Legal whenever they have questions or concerns about US sanctions requirements.

⁶ Under the travel exemption, the US Sanctions do not prohibit US Persons from travelling to Crimea, Iran, Sudan and Syria or engaging in customary travel-related transactions such as hotel and restaurant expenditures. In contrast, whether inside or outside Crimea, Cuba, Iran, Sudan, and Syria, US Persons may not negotiate business deals involving those countries or facilitate trade or commerce with those countries unless authorised to do so under US Sanctions.

Annex 2

Additional instructions for non-US Persons employed by the Group

Employees who are not US Persons must not involve US Persons, exports of US Origin Goods or services, or the US financial system in Group business that involves Embargoed Countries or Restricted Persons, *except for passenger transportation and any other transactions authorised under US Sanctions.*

Thus, as a non-US Person involved in such business:

1. do not work on that business while you are in the United States;
2. do not ask a US Person (including a US citizen or green card holder outside the United States) to assist you with that business;
3. do not discuss that business with a US Person, except to alert them to the need for compliance with this protocol or raise a US Sanctions compliance issue;
4. do not include US Persons in e-mail chains in furtherance of such business;
5. do not attempt to involve US Persons in that business by withholding information about its connection to an Embargoed Country;
6. do not use credit or other assets provided by US Persons to finance that business; or
7. do not authorise or permit any transactions that involve SDNs.

The following are examples of actions that would violate this protocol:

- a Dubai-based employee that has a US green card authorises and/or supervises a cargo shipment to Iran;
- a UK citizen employee prepares and emails comments in furtherance of cargo business with Iran and Sudan while temporarily working from an office in the US;
- from Dubai, the same non-US employee hires a consultant in New York to advise on the promotion of cargo business with Iran and Sudan; or
- a US passport holder employed by the Group in Dubai approves a cargo inter-line agreement with Iran Air.

The following are examples of actions that would NOT violate this protocol:

- an employee in the United States sells a plane ticket to a person in Iran;
- an employee in the United States provides reservation, passenger luggage handling check in and similar services incident to passengers travelling to Iran; or
- the same employee arranges a freight delivery to Iran for a US freight forwarder after confirming that the customer has a valid export license.

Annex 3













Additional instructions for Emirates SkyCargo and related Employees

The purpose of this Annex is to assist Emirates SkyCargo and its related Employees in identifying the key compliance actions that will be required to ensure compliance with the Programme.

- Emirates SkyCargo will implement systems to screen all Emirates SkyCargo customers against lists of Restricted Persons.
- Emirates SkyCargo will not engage in transactions with or involving Mahan Air or other SDNs, including cargo shipments.
- Emirates SkyCargo will not knowingly ship, or allow customers to ship, US Origin Goods to or for any Denied Persons.
- Emirates SkyCargo will not knowingly ship, or allow customers to ship, US Export-Controlled Items to an Embargoed Country without confirmation that US Sanctions permit such shipments.
- Emirates SkyCargo will not provide door-to-door service to or from an Embargoed Country.

For all other transactions known to involve the international transfer of US Export-Controlled Items, relevant Employees should be watchful for “**red flags**” of potential non-compliance with US Sanctions or export controls, for example, unusual shipping arrangements, payment terms, customer designations or shipping addresses, or any other unusual facts or circumstances that could increase the likelihood that the transfer could involve a US Sanctions or export control violation.

In particular, the US Commerce Department has advised exporters, freight forwarders and others involved in exports and re-exports of US Export-Controlled Items to watch for these red flags, citing potential examples as listed below, among others:

-  a transaction party's name or address matches to a Restricted Person;
-  the exporter or purchasing agent is reluctant to offer information about the intended end-use of the item;
-  the product's capabilities do not fit the buyer's line of business;
-  the item ordered is incompatible with the technology needs or technical sophistication of the country to which it is being shipped;
-  the exporter's customer is willing to pay cash (for example, for an equipment disposal) when the terms of sale would normally call for financing;
-  the exporter's customer has little or no relevant business background relative to the proposed transaction;
-  the exporter's customer is unfamiliar with the product's performance characteristics but still wants to ship the product;
-  routine installation, training, or maintenance services are declined by the customer;
-  delivery dates are inexplicably vague, or deliveries are planned for out of the way destinations;
-  a freight forwarding firm is listed as the product's ultimate consignee;
-  the shipping route is abnormal for the product and destination; or
-  when questioned, the buyer is evasive and especially unclear about whether the purchased product is for domestic use, for export, or for re-export.

Emirates SkyCargo generally does not provide freight forwarding services and generally will not have visibility into most of these or other potential red flag indicators. However, if an Employee knows that a transaction involves a US Export-Controlled Item and observes a potential red flag, the Employee should escalate the issue to his line manager who will further escalate to Group Legal as required.

Annex 4

Additional instructions for Emirates Engineering and related Employees

The purpose of this Annex is to assist Emirates Engineering and its related Employees in identifying the key compliance actions that will be required to ensure compliance with the Programme. Accordingly, Employees working in Emirates Engineering should note that this Programme prohibits:

- re-exports to and storage of US Export-Controlled Items in Embargoed Countries without a license;
- on-site and remote on-line access of employees resident in an Embargoed Country to engineering manuals for US-Origin aircraft and other US Export-Controlled Items;
- transfer of such manuals and other US Export-Controlled Items to Restricted Persons;
- installation of US Export-Controlled Items on aircraft operated by carriers based in Embargoed Countries without a license;
- the provision of engineering services to or exchange of US-Origin spares with Mahan Air and other Restricted Persons; and
- local sourcing in an Embargoed Country of US Export-Controlled Items without confirming they arrived in country compliantly (for example, pursuant to a license)

Annex 5

Additional instructions for Finance & Procurement and related Employees

Employees working in Procurement and Group Finance should note that this Programme prohibits:

- any transactions with or involving SDNs (except those transactions covered by the travel exemption);
- USD wire payment activity relating to cargo and other non-passenger services involving Embargoed Countries and Restricted Persons, including aircraft based in an Embargoed Country;
- disposals of aircraft, aircraft tear downs, engines and aircraft spare parts to any Restricted Persons or Embargoed Country unless specifically approved in writing by Group Legal; and
- any other significant disposals without first obtaining warranties/undertakings from buyers of compliance with US Sanctions in connection with the disposal.

Annex 6

Guidance on European Union Sanctions and Export Controls

Introduction

The European Union (“**EU**”) applies sanctions (or “**restrictive measures**”) in relation to third countries, individuals, groups or entities as part of its Common Foreign and Security Policy. It does so either in order to implement United Nations (“**UN**”) Security Council Resolutions; or independently of the UN, in order to implement a collective position adopted by the EU Member States.

EU sanctions are set out in Council or Commission Regulations (“**EU Sanctions Regulations**”), which are directly applicable in all EU Member States.

EU Sanctions Regulations are expressed to apply only to “**EU Persons**”, namely:

- any person within the territory of the EU;
- any person inside or outside the territory of the EU who is a national of an EU Member State;
- any legal person, entity or body, inside or outside the territory of the EU, which is incorporated or constituted under the law of an EU Member State;
- any legal person, entity or body in respect of any business done in whole or in part within the EU; and
- any person on board any aircraft or any vessel under the jurisdiction of an EU Member State.

The Group is not an EU Person, save to the extent that it is conducting any business in whole or in part within the territory of the EU. However, Employees who are nationals of an EU Member State, and all Employees whilst they are within the territory of the EU, will be EU Persons.

Overview of key prohibitions under EU sanctions

EU sanctions generally target persons, entities and bodies that have been listed as targets of particular sanctions programmes (“**EU Sanctions Targets**”), as well as prohibiting certain activities in relation to sanctioned countries, persons or entities.

EU sanctions typically prohibit the making available, directly or indirectly, of “funds” or “economic resources” (assets of every kind (whether tangible or intangible, movable or immovable) that are not funds) to or for the benefit of EU Sanctions Targets.

EU sanctions typically require the freezing of funds or economic resources that belong to (or that are owned, held or controlled by) EU Sanctions Targets. The EU maintains a consolidated list of EU Sanctions Targets.

EU sanctions may prohibit activities related to a particular sector within a sanctioned country (for example, investment in a particular industry; or the provision of listed goods and technology for use in a particular industry).

In addition, under EU sanctions, participating in any activity which has the object or effect, directly or indirectly, of circumventing the EU’s restrictions is prohibited. EU Member States are required to prescribe effective, proportionate and dissuasive penalties for breaches of EU sanctions.

⁷ See: http://eeas.europa.eu/cfsp/sanctions/consol-list/index_en.htm.

Overview of EU export controls

The EU maintains certain EU-wide controls on the export of goods and technology from the EU, to any location outside of the EU. Those controls apply, broadly, in relation to any of the following items (meaning that, generally, such exports to any location are prohibited unless an exemption applies or a licence is in place):

- dual-use items (namely, items which can be used for either military or civilian purposes);
- items for use in capital punishment, torture, inhuman or degrading treatment or punishment; and
- military items.

Approach to compliance with EU sanctions and export controls

As reflected in Section I of this Policy:

- the Group, together with its Employees, and anyone acting on behalf of the Group or any Group company, will comply with all applicable laws and regulations. These include EU sanctions and export controls whenever they apply to our business; and
- any Group companies and operating units located in (or operating in) EU Member States must also comply with any national sanctions and export control requirements, when applicable

For the purposes of Section IV (*Screening and Filtering*) of this Policy, the term “**Restricted Persons**” includes a person or entity that is designated as a sanctions target under the laws of any major jurisdiction in which the Group operates; accordingly, EU Sanctions Targets will, where applicable, be “Restricted Persons”.

Please see Section VI (*Local Export Control Requirements*) of this Policy for the compliance obligations on Group companies and teams at outstations in relation to compliance with local law requirements, which include EU export controls, where applicable.

IF YOU HAVE ANY QUESTIONS ABOUT OUR SANCTIONS COMPLIANCE POLICY AND RELATED COMPLIANCE PROCEDURES, PLEASE CONTACT SENIOR VICE PRESIDENT LEGAL.



OUR ENVIRONMENTAL POLICY

As a leader in the aviation, air services and travel industries, the Emirates Group recognises that environmental responsibility is core to our long-term business success.

We're committed to minimising the environmental impact of our operations across all our businesses and activities, including our supply chain.

We aim to meet the needs of our customers while using energy and resources efficiently, minimising waste, and operating our assets in the most environmentally responsible manner.

To deliver on this commitment, we will:

- develop management systems to improve our environmental performance
- comply with all applicable environmental regulations and obligations, as a minimum
- foster innovation and invest in eco-efficient technology, including aircraft, engines and ground equipment
- evaluate and monitor the environmental impact and performance of our operations
- set objectives and targets for continuous improvement, and put in place programmes to address our environmental impact and opportunities
- use energy, water, fuel and other resources efficiently, and minimise emissions and waste by rigorously applying processes, procedures and technology
- equip our employees with the knowledge and skills required to fulfil the commitments made in this policy
- publish information internally and externally on our environmental performance, including key performance indicators and progress against targets
- work with industry bodies, government agencies, business partners and other organisations to exchange knowledge and expertise
- support initiatives focused on responsible tourism and the protection of natural capital and biodiversity

Policy effective from 15 July 2018

Sir Tim Clark
President Emirates Airline

Gary Chapman
President Group Services & dnata



THE EMIRATES GROUP