

## 1. DEFINITIONS

The capitalised words and terms used in these *Agent Distribution Guidelines* have the meanings set forth below:

**Agent** means any person, firm, or company authorised to carry out ticketing on behalf of *Qatar Airways* and includes the *Agent's* officers, directors, employees, representatives, successors, and permitted assigns.

**Agent Distribution Guidelines** means these distribution guidelines for *Agents* which governs the relationship between *Qatar Airways* and the *Agent* and the basis on which the *Agent* is permitted to undertake ticketing on behalf of *Qatar Airways*.

The *Agent Distribution Guidelines* which are deemed accepted and binding upon the *Agent* at the commencement of ticketing on behalf of *Qatar Airways*.

**Published Fare** means all fares published by *Qatar Airways* through any CRS (computer reservation system) authorized by *Qatar Airways* and available to all accredited *Agents*.

**Qatar Airways** means Qatar Airways Group Q.C.S.C., a Qatari closed shareholding company organized and existing under the applicable laws of the State of Qatar (commercial register N° 16070) with its principal office of business at *Qatar Airways* PO Box 22550, Doha, State of Qatar.

**Total Price** means the price of the ticket including base fare, taxes, mandatory fees and surcharges.

## 2. OBLIGATIONS OF AGENT

**2.1** Any *Agent* who uses online or internet based marketing, selling and retailing tools for *Qatar Airways* ticketing shall display the following in their booking engines, tools, and sales processes: *Qatar Airways'* operating identity, class of travel and *Total Price*. The *Agent* shall ensure that the *Total Price* shall not be less than the *Published Fare*. In addition the *Agent* shall display separately and clearly any charges or administrative and/or convenience fees related to services provided by the *Agent*.

**2.2** On comparison websites (e.g. meta-search engines, etc.), the *Agent* shall ensure that the first price displayed is the *Total Price*, and is inclusive of all taxes, surcharges and applicable fees.

**2.3 Online Marketing.** The *Agent* undertakes not to use online or internet based marketing in any form involving the utilisation of search engine marketing, of any kind including but not limited to search engine optimisation, to direct customers to their website(s) by using the name of *Qatar Airways*, the name of any of its brands or any words similar thereto, including without limitation the following key words: Air Qatar, Qatar, Qatar Air, Qatar air ways, Qatar Airlines, Qatar Airway, *Qatar Airways*, Qatar-Airways, www.qatarairways.com, Qatar air lines, qatarairways.com, qatarairways, katar airways, qr, katar airline, القطرية, القطرية, طيران القطرية, القطرية, katar airlines, katar airline, qr.com, للطيران, الخطوط القطرية, القطرية, الخطوط الجوية القطرية, طيران القطرية, قطر ابرويز, قطر ابرويز, قطر للطيران, القطرية, الخطوط القطرية, طيران القطرية, الخطوط الجوية القطرية, خطوط القطرية, طيران قطر, خطوط الجوية القطرية, القطرية, القطرية, طيران قطري, نادي الامتياز القطرية, نادي الامتياز, نادي الامتياز.

**2.4** The *Agent* will comply at all times with *Qatar Airways'* directions, rules and regulations which are in place from time to time regarding the use of booking classes, ticketing rules, GDS abuse in various Computer Reservation Systems ("**CRS**") used by *Qatar Airways*. In the event of serious or repeated misuse by the *Agent* of any such CRS rules and/or regulations, *Qatar Airways* reserves the right to claim reimbursement from the

*Agent* of any excessive CRS charges levied upon *Qatar Airways* as a result of the *Agent's* misuse of the CRS systems.

**2.5** The *Agent* will be responsible for the payment of debit memos issued for ticketing of bookings that are deemed abusive or otherwise in violation of applicable fare and ticketing rules. *Qatar Airways* will debit the *Agent* for the value of lost revenue caused by abuse or fare/ticketing rule violations, plus an administrative fee through an ADM (agent debit memo). *Qatar Airways* will use commercially reasonable efforts to identify and cancel abusive bookings prior to their ticketing and the *Agent* agrees to defend, hold harmless and indemnify *Qatar Airways* against any and all claims made by passengers whose bookings are cancelled following the discovery of any such abuse.

**2.6** No *Agent*, or sub-agent, unless prior written consent has been given by *Qatar Airways*, shall be authorized to engage in any manner or capacity in the selling, marketing, advertising, display or distribution of *Qatar Airways* air transportation products, fares or services, including, without limitation, booking active or passive segments, claiming any *Qatar Airways* segments in any computer reservation system and issuing 157 traffic documents, schedules, seat availability and related information pertaining to the flights operated and marketed by *Qatar Airways* through any direct or indirect method utilising the internet or world wide web.

**2.7** Notwithstanding clause 2.6 above, *Agents* are permitted to use the internet or world wide web to provide private portal access for its authorised sub-agents provided such access is conducted through a secure, password-protected website which is not identifiable by metasearch data engines and which is directed to, and accessible only by, such sub-agents, and outside of the public domain. Tour operator fares may be made available for online sales in the public domain only to be sold as a package with proof of hotel voucher. The *Agent* shall not charge a separate price or fee for any service or part of a service that is offered by *Qatar Airways* as part of, or in connection with, a *Qatar Airways* flight (such as, but not limited to: on board entertainment, on board meals, chauffeur services) and for which *Qatar Airways* does not charge its direct customers.

**2.8** Any violations of clause 2.6 or 2.7 above shall be deemed a material breach of these *Agent Distribution Guidelines* giving *Qatar Airways'* the right (but not obligation) to terminate the *Agent's* ticketing access immediately and/ or exercise any other rights and remedies available to *Qatar Airways* whether in law or equity, including blocking the *Agent* and / or its sub-agent from accessing *Qatar Airways'* flight inventory.

**2.9** In the event that the *Agent* does not sell a ticket for flights operated by *Qatar Airways* or flights operating under a *Qatar Airways* code, the *Agent* does not bear any costs in relation to such unsold tickets but is also not entitled to any commission or bonus or any other payment for such unsold tickets.

## 3. MISCELLANEOUS PROVISIONS

**3.1 Indemnity.** The *Agent* shall indemnify *Qatar Airways* against any liability, loss or damage which may be incurred or sustained by *Qatar Airways* as a result of the negligence, default or wilful misconduct of the *Agent*, or any of the *Agent's* sub-agents.

**3.2 Data Protection.** The *Agent* shall (i) comply at all times with all applicable data protection laws, including but not limited to GDPR, (ii) only process personal data provided to it or collected by it in accordance with the terms of applicable data protection laws; (iii) ensure appropriate technical and organisational measures are taken against unauthorised or unlawful

processing of personal data and against accidental loss or destruction of, or damage to, the personal data, and (iv) ensure that personal data is provided to such personnel of *Qatar Airways* as need to have access to the data in order to carry out their roles in the performance of *Qatar Airways*' obligations in connection with the purpose of these *Agent Distribution Guidelines*. The *Agent* shall provide *Qatar Airways* with such cooperation and information as may be reasonably necessary to verify its compliance with the requirements of this paragraph and/or to comply with the directions or decisions of any competent data protection and privacy authority in relation to the personal data, in a timely manner. Information regarding how *Qatar Airways* treats personal data may be found in *Qatar Airways*' Privacy Notice, Data Protection Statement and Conditions of Carriage, all contained on the website at [www.qatarairways.com](http://www.qatarairways.com).