

ANA Distribution Policy for Travel Agents and NDC Sellers

All Nippon Airways Co., Ltd (hereinafter sometimes referred to as "ANA" and sometimes as "Carrier") has published the following 1 to 7 principles, rules and instructions regarding the distribution of its respective products and services in accordance with IATA Passenger Agency Conference Resolutions Manual, Resolution 824 sections 3.2 and 4, Resolution 830d, Resolution 850m and Resolution 890.

ANA instructs all IATA accredited and non-accredited travel agents that make Carrier flight booking and ticketing through GDS (hereafter "Travel Agents"), **Travel agencies that have signed a "Distributorship Agreement" with ANA** and all partners including NDC aggregators that provide Carrier products and services through NDC (hereafter "NDC Seller") to strictly respect and adhere to each of the following principles, rules and instructions when providing Carrier respective air transportation products and services to customers.

Booking and ticketing are limited to any Travel Agents, Travel agencies that have signed a Distributorship Agreement and NDC Sellers (hereinafter collectively referred to as "Business Partners"). These principles, rules and instructions apply to Business Partners displaying, advertising, booking, selling or ticketing any Carrier product or service and are effective immediately.

~~As a prerequisite of this ANA Distribution Policy, when redistributing the Traffic Document*1, Business Partners shall be responsible for maintaining their Business Partners selling Traffic Documents to the end customers to comply with ANA Distribution Policy.~~

In case of violation against ANA Distribution Policy, Business Partners shall inform it to Carrier immediately and shall follow the requested actions and responsibilities described in this ANA Distribution Policy.

ANA's Business Partner which acts as a ticketing agent are obligated to manage and supervise the booking agency to ensure that they comply with our distribution policy, and if the booking agency acts in violation of this policy, the ticketing agency will be held responsible. Please note that ANA may issue an ADM/invoice and charge a penalty against the Business Partner on behalf of the booking agency. Travel agencies that have signed a Distributorship Agreement shall follow the terms and conditions of the Distributorship Agreement.

~~*1. "Traffic Document" means the following documents issued by Carrier, or its Business Partners on behalf of Carrier:~~

~~Electronic Ticket for transportation of a passenger and/or baggage~~

~~Electronic Miscellaneous Document for passenger transportation related products or services. (e.g. residual value, miscellaneous or excess baggage charges)~~

1. ANA Flight Data*1

Each Business Partner acknowledges and agrees that, as between the Business Partner and a Carrier, the Carrier owns, controls and retains all right, title and interest in and to its Flight Data and all copyright, database and other intellectual property rights relating thereto. When Business Partner is provided access or displays Carrier Flight data, Business Partner shall not change or alter any of such Flight Data and information.

*1. Flight Data may include, but is not limited to, flight schedules, fares, seat availability, inventory availability, seat assignment, service enhancements, flight information, frequent flyer program account information, and ancillary products and services offered by air carriers.

2. Redistribution

Business Partner shall not redistribute, share, or in any other manner make Carrier's Flight Data and other content of any kind available, directly or indirectly, to any: (i) GDS, (ii) online travel agency, (iii) metasearch site (iv) online travel platform or (v) unsuitable web page or application that is not compliant with ANA's respective policies (hereinafter each referred to as "Restricted Entity"). Business Partner shall not accept Carrier's Flight Data or content from any Restricted Entity, nor shall Business Partner allow Restricted Entities to link to the Business Partner for ANA's content. Business Partner is prohibited from distributing or sharing Flight Data in any manner that is not expressly authorized by the Carrier. The Carrier, in its sole discretion, will determine what web pages or applications are unsuitable under this paragraph 2.

3. Fares, Fee, and Ticketing

Any publication or other communication of or relating to any Carrier product or service including without limitation any fare of the Carrier, shall at all times include all applicable taxes, airport charges, and all other mandatory levies, charges and fees. Business Partners shall accurately display and describe all Published Fares*2, fare rules, conditions, regulations and any other information provided by Carrier. Business Partners shall strictly adhere to Carrier Published Fares and fare rules and conditions. Business Partners shall not change purchase price, fare amount or cancellation/changes rule without Carrier's written consent. If a Business Partner charges a customer a service or other fee for its services, such charge or fee shall be clearly and separately disclosed to customer at the time of purchase. If such service fee is mandatory, and applicable law requires, it may also be included in the total price displayed to consumers. ANA may request Business Partner to provide documentation of such charge or fee that was agreed upon by the customer.

Business Partner shall not assist, allow, or facilitate any ticketing or other actions by a Restricted Entity's that are not authorized by this Policy, ANA's Contract of Carriage, any applicable tariff, and any other applicable agreement. Unauthorized actions include but are not limited to any Back Date or Past Date Ticketing***3**, Back-to-Back Ticketing***4**, Hidden Cities/Points Beyond Ticketing***5**, and Throwaway Ticketing***6**. Regulated Entities are prohibited from altering the fare rules associated with any Published Fare.

***2**.Published Fares: All fares published by the Carriers through any distribution system authorized by the Carrier and corresponding to the price of the Contract of Carriage binding the Carrier and the customer.

***3**.Back Date/Past Date Ticketing: Manually overriding the ticketing date in order to change the fare or fare rules applicable to a customer's itinerary.

***4**.Back-to-Back Ticketing: Booking multiple tickets for the purpose of circumventing applicable fare rules (e.g., round-trip requirements or minimum stay requirements).

***5**.Hidden Cities Ticketing/Points Beyond Ticketing: The booking and/or issuance and/or use of a reservation or ticket from an initial departure point on the ticket which is before the passenger's actual point of origin of travel, or to a more distant point(s) than the passenger's actual destination being traveled even when the booking or purchase and use of such tickets would produce a lower fare.

***6**.Throwaway Ticketing: The booking and/or issuance and/or use of connecting and/or roundtrip tickets for the purpose of one-way or partial travel only.

4. Card Payment

Carrier only authorizes use of a validated customer's credit card and in no event shall the Business Partners be allowed to use a virtual card, such as Virtual Account Number (VAN), or an anonymous card. A credit card or other cards issued in the name of the Business Partner shall not be allowed unless approved in writing by Carrier. In the event of any conflict between Resolution 890 and this Distribution Policy, the terms of this Distribution Policy shall govern.

5. Compliance with Applicable laws, rules, and regulations

All Business Partners shall comply with all applicable laws, rules, and regulations in connection with the advertising, sale, or distribution of air transportation services, and shall not engage in any action deemed an unfair or deceptive trade practice or unfair competition.

6. Carrier Intellectual Property

Each Business Partner shall respect and strictly adhere to the guidelines relating to a Carrier's service marks, trademarks, trade names, Flight Data and other intellectual property, including, but not limited to, the following:

- Business Partners shall strictly respect Carrier's intellectual property, including without limitation service marks, trademarks, trade names and logos on their own websites and any permitted third party websites.
- Business Partners agree that it has no interest in and to Carrier's trademarks, service marks, trade names and logos.

7. Customer Service

Each Business Partner shall fully support customers prior to departure:

- Business Partners must handle properly the necessary customer support issues prior to day of departure of a flight, including involuntary and/or schedule changes.
- Business Partners must provide the applicable Carrier with customer contact details (including mobile number and/or email address) to facilitate last minute customer relations and inform customer about providing the information to ANA. In case of failure to provide proper customer contact details, Carrier may claim for any loss or damage caused. Treatment of customer personal information is in accordance with ANA Privacy Policy.
- Business Partners must ensure the protection of customer critical personal data.
- Business Partners must send to the customer clear information regarding its airline travel (including Booking reference, Ticket number, Origin / Destination, Flight date(s) / Flight number(s))

Business Partners shall remain liable to ANA for the proper rendering of support services, including but not limited to providing refund, to customers whose Traffic Document*7 was booked or issued by any of its subcontractors as if Business Partners had issued the Traffic Document by themselves.

***7. "Traffic Document" means the following documents issued by Carrier, or its Business Partners on behalf of Carrier:**

- Electronic Ticket for transportation of a passenger and/or baggage
- Electronic Miscellaneous Document for passenger transportation related products or services. (e.g. residual value, miscellaneous or excess baggage charges)

8. Consequences of non-compliance with the ANA Distribution Policy

Business Partners shall comply immediately with all the rules, principles and instructions set forth in the present ANA Distribution Policy. In case of non-compliance by Business Partners of the provisions of the ANA Distribution Policy, the Carrier shall be entitled to take all measures that Carrier deems necessary in order to prevent or restrict such non-compliance including, but not limited to the following:

1. Issuing Agency Debit Memo or invoices when non-compliance corresponding to "Agency Debit Memo (ADM) / Agency Credit Memo (ACM) policy of All Nippon Airways" is confirmed;

2. Issuing business instruction or warning letter;

3. Temporarily cancelling Travel Agent's Electronic Ticketing Authority and inhibiting Electronic Ticketing issuance and/or NDC Seller's authority to access Carrier product and service contents***8**;

***8**. Carrier may withdraw the above measures if ANA determines, in its sole discretion, that ~~Travel Agent and/or NDC Seller~~ **Business Partners** no longer **are** engaging in non-compliant activities.

4. Permanently cancelling Travel Agent's Electronic Ticketing Authority and inhibiting Electronic Ticketing issuance and/or NDC Seller's authority to access ANA's product and service contents;

5. Reserving ANA's rights to pursue its legal remedies resulting from Travel Agent's and/or NDC Seller's non-compliance of ANA's Distribution Policy.

This Policy is subject to all applicable laws, regulations, court decisions, orders and rules of governmental authorities having jurisdiction.