

# Travelport Business Partner Conduct and Ethics Policy



## Compliance and Ethics

November 2018

## INTRODUCTION

Travelport Worldwide Limited (together with its subsidiaries, "Travelport") is committed to the highest standards of compliant and ethical conduct in its business dealings. All business partners which includes customers, suppliers and third parties that provide services to Travelport must behave in a manner that does not damage Travelport's reputation. This Business Partner Conduct and Ethics Policy ("Policy") describes how Travelport expects its business partners to behave and, as such, represents the standards that Travelport's business partners must observe.

***The Policy applies to all companies doing business with Travelport, referred to in this document as "business partners."***

This Policy is designed to assist Travelport's business partners, acting through their employees, officers and directors, in conducting their daily activities ethically and legally as an integral part of doing business with Travelport.

This Policy is not intended to cover every situation that might arise, nor will it take account of every legal requirement, but is intended to help business partners make the right decisions and ask the right questions.

It is the responsibility of all business partners to know, understand, and comply with this Policy, subject to applicable law.

A failure to comply with this Policy may result in Travelport terminating its business relationship with a business partner, among other consequences.

If an actual or potential violation of any law, regulation, or provision of this Policy is identified, or to request assistance with compliance and business ethics matters relating to Travelport, contact [complianceandethics@travelport.com](mailto:complianceandethics@travelport.com).

## WORKPLACE AND ENVIRONMENT

**Equal employment opportunity:** Business partners are expected to foster a work environment in which all individuals are treated with respect and dignity.

**Harassment-free workplace:** Travelport expects its business partners to commit to providing a workplace that is free of harassment, bullying and other unlawful conduct.

**Substance abuse:** Travelport is committed to maintaining a safe and healthy work environment free of substance abuse and expects its business partners to adhere to the same high standards.

**Workplace violence:** Business partners are expected to provide a workplace that is free of violent and abusive behavior, in compliance with applicable law.

**Environment:** Business partners must comply with all applicable environmental laws and prevent or mitigate any adverse environmental impact in all its business activities.

**Human Rights:** Travelport is committed to supporting and respecting the principles set out in internationally proclaimed human rights. Business partners shall ensure that the employment of workers adheres to all applicable laws and regulations, and not tolerate child and forced or compulsory labor at any point in their supply chain.

**Health and safety:** Business partners shall commit to providing their employees with healthy and safe workplaces in compliance with applicable laws.

## WORKING WITH OTHERS

**Antitrust and competition:** All business partners are expected to carry on business in accordance with all applicable antitrust and competition laws.

**Confidentiality:** All business partners must protect confidential information of Travelport in all respects. Business partner personnel must be careful not to disclose confidential Travelport personal or business information through any casual conversations or discussions in a public place.

**Competitive intelligence:** Where a business partner is providing competitive intelligence to Travelport, it is permissible to lawfully gather and use information gained about the activities of Travelport competitors. However, it is Travelport's expectation that such information must only be obtained by a business partner through lawful and ethical practices.

**Fair dealing:** Each business partner shall deal fairly with Travelport and its customers, suppliers and commercial partners.

**Conflicts of interest:** Business partners shall disclose to Travelport any relationship that appears to create a conflict of interest in their business relationship with Travelport.

**External communications:** Without Travelport's prior written consent, business partners are not authorized to provide any response to any inquiries about Travelport, its brands or its businesses including, but not limited to, media interviews, commentary to analysts, writing newspaper or magazine articles, expressing viewpoints related to competitor initiatives, forward-looking information, company strategy, proposed legislation or government regulations, or speculation about Travelport's financial condition, as well as any other external sources seeking information about Travelport.

**Corruption and bribery:** The laws of virtually all countries in which business partners operate, as well as extra-territorial laws, such as the United States (US) Foreign Corrupt Practices Act and the United Kingdom (UK) Bribery Act, prohibit bribes to governments and other officials (such as political candidates, political parties and their officials, employees of government-owned business, United Nations officials and individuals, etc.). Business partners shall ensure that all Travelport invoices raised are for legitimate business purposes only. Under no circumstance is it acceptable for business partners to seek, offer, give, solicit or receive any form of bribe or kickback.

**Marketing, advertising and promotions:** Business partners shall carry out any marketing, advertising or promotional activities in a fair, truthful and ethical manner.

## PRIVACY

**Privacy and personal information:** In the course of its dealings with Travelport, business partners may come into possession of personal data relating to Travelport employees, customers, vendors or service providers. Travelport personal data must be restricted and protected from discovery by unauthorized parties through appropriate security measures, which may include encryption or similar encoding processes for personal data captured in electronic form and must not be disclosed without Travelport's prior written consent. Business partners are not permitted to store Travelport personal data on laptops, mobile drives or the hard drive of their computers, or leave Travelport personal data available in and around their workstations, but instead should access it only through a secure site, or otherwise keep such information in a locked drawer, office or storage area and only for so long as is necessary for the purposes in which the data was originally obtained.

In the event such personal data is inadvertently disclosed, the business partner must immediately notify Travelport.

As an example, business partner personnel who have access to personal data about Travelport employees, such as compensation information, must treat it appropriately and confidentially.

## INSIDER TRADING AND NON-PUBLIC INFORMATION

Business partner personnel may, in the course of performing their duties, come into possession of "material non-public information" about Travelport or other companies with whom Travelport does

business. Buying or selling securities based on such information is referred to as “insider trading” and can result in substantial fines and imprisonment.

It is illegal for business partners and their personnel to directly or indirectly buy or sell stocks (shares) or bonds based on material non-public information or to discuss such information with others who might buy or sell such securities, including shares or bonds.

**Money laundering or illicit financing:** Business partners shall implement appropriate internal procedures to actively guard against possible money laundering or illicit financing activity.

**Trade sanctions:** Business partners must observe and comply with the laws and regulations governing activities in the various regions and countries where Travelport conducts business. Those laws include trade sanction regulations implemented by the US, EU, and United Nations.

**Intellectual property of Travelport:** Travelport is committed to protecting its brands and other intellectual property. This means that all business partners shall safeguard the intellectual property of Travelport, such as trademarks, service marks, patents, copyrights, and trade secrets. All such information, products and inventions, whether or not they are subject to a copyright, patent, trade secret or other rights, are the sole property of Travelport.

**Intellectual property of others:** Business partners shall not reproduce, distribute or alter copyrighted materials without permission of the copyright owner or its authorized agents. Software used in connection with Travelport business must be properly licensed and used only in accordance with that license. Using unlicensed software could constitute copyright infringement. The unauthorized reproduction, distribution or use of copyrighted materials, including software, can result in severe civil and criminal penalties and is strictly prohibited.

**Use of information assets:** Travelport information assets are to be used by a business partner solely in accordance with the terms of the business relationship with Travelport.

Business partners may not use, whether inadvertently or intentionally, Travelport information, technology or communication systems to:

- Allow others to gain unauthorized access to Travelport’s information technology or communication systems through the use of a password or other security codes.
- Access files, data, or systems to which express authorization from the owner, whether Travelport or another company, has not been obtained.
- Remove, install or modify any Travelport-installed software or programs without authorization.
- Send copyrighted documents not authorized for reproduction.
- Attempt to circumvent or subvert system or network security measures.
- View network traffic for any reason (unless required by the business partner’s relationship with Travelport).
- Send or promote the distribution of unsolicited and unnecessary “junk mail” (e.g., chain letters, advertisements or other communications that represent a waste of time or computer resources for Travelport or others).
- Access the Internet for inappropriate use such as pornography or personal entertainment.
- Send harassing, threatening or obscene messages.
- Engage in any non-Travelport-related business activity.
- Engage in illegal activity or any other activity contrary to Travelport policy.

## COMPANY BUSINESS INFORMATION AND RECORDS

**Confidential and proprietary information:** All Travelport confidential and proprietary information, products and inventions, whether or not they are subject to a copyright, patent, trade secret or other rights, are the sole property of Travelport. The business partner shall ensure that its personnel shall not disclose Travelport confidential information to any third party, including business colleagues, friends or family members, except for reasons strictly related to the performance of their authorized duties for Travelport, and should share such information only with other business partner employees who have a “need to know” or as permitted by applicable law.

Confidential information includes, but is not limited to:

- Proposed or advance product plans.
- Projected earnings, important management or organizational changes, information about mergers or acquisitions and any other information related to the foregoing.
- Product or service design and development or training.
- Computer software and systems developed by, or for, unique to, Travelport’s business.
- Client lists (including phone numbers, addresses and email addresses) or client contact information.
- Personal, financial or compensation information pertaining to any employee of Travelport.
- Advertising or marketing plans, cost structures, pricing plans and strategies.

Business partners and their personnel are responsible and accountable for safeguarding Travelport documents and information to which they have direct or indirect access as a result of the business partner’s relationship with Travelport. This duty includes the responsibility to protect sensitive or confidential Travelport documents from unwanted disclosure.