Not for General Circulation in the United States

eDreams ODIGEO S.A.

€375,000,000 5.50% Senior Secured Notes due 2027
guaranteed by
certain of its subsidiaries

eDreams ODIGEO S.A. ("we," "us," the "Issuer" or the "Company") issued €375,000,000 aggregate principal amount of % Senior Secured Notes due 2027 (the "Notes") pursuant to an indenture (the "Indenture") to be dated as of February 2, 2022 (the "Issue Date"). The Notes will mature on July 15 , 2027.

The Notes will bear interest at a rate of 5.50% per annum, paid semi-annually in arrears on January 15 and July 15 of each year, commencing on July 15, 2022. Prior to January 15, 2024, we may redeem the Notes in whole or in part at any time by paying a "make whole" premium. We may redeem the Notes in whole or in part at any time on or after January 15, 2024, at the redemption prices set forth in this Offering Memorandum, plus accrued and unpaid interest to, but not including, the redemption date. In addition, at any time prior to January 15, 2024, we may redeem at our option up to 40% of the aggregate principal amount of Notes with the net cash proceeds from certain equity offerings at the redemption price set forth in this Offering Memorandum, if at least 60% of the aggregate principal amount of Notes issued under the Indenture remain outstanding after the redemption. In addition, at any time prior to January 15, 2024, we may redeem during each twelve-month period beginning with the Issue Date up to 10% of the original aggregate principal amount of the Notes (including the aggregate principal amount of any additional Notes issued) at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the redemption date.

Additionally, we may redeem all of the Notes, at any time, at a price equal to the principal amount thereof plus accrued and unpaid interest, if any, and additional amounts, if any, upon the occurrence of certain changes in applicable tax law. Upon the occurrence of certain events constituting a "change of control," we may be required to make an offer to repurchase the Notes at 101% of the principal amount redeemed, plus accrued and unpaid interest, if any, and additional amounts, if any.

The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities (as defined herein) and the counterparties under certain hedging obligations) over (x) the issued share capital of Opodo Limited ("Opodo") by the Issuer or over the issued share capital of the direct Subsidiary (as defined herein) of the Issuer (other than Opodo), as applicable, and (y) any Loan Receivables (as defined herein) by the Issuer. In addition, certain of the Issuer's subsidiaries jointly and severally guarantee the Notes (the "Guarantees"). See "Description of the Notes—Security—The Collateral." Local laws may limit your rights to enforce certain guarantees, and, in addition, your rights with respect to the Notes and the Guarantees will be subject to the Intercreditor Agreement (as defined herein).

The proceeds from the issuance of the Notes will be used, together with the proceeds of the Capital Increase (as defined herein), to fund the redemption of the outstanding 2023 Notes (as defined herein), to pay any commissions, fees and expenses (including early redemption premia) in connection with the Refinancing Transaction (as defined herein), and for general corporate purposes. We intend to redeem or satisfy and discharge the 2023 Notes, in accordance with the terms and conditions set forth in the indenture governing the 2023 Notes. See "Use of Proceeds." This Offering Memorandum is not a notice of redemption in respect of the 2023 Notes.

There is currently no public market for the Notes. We have applied for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange ("LxSE") for trading on the Euro MTF Market of the LxSE ("Euro MTF"). There are no assurances that the Notes will remain, listed and admitted to trade on the Euro MTF. This Offering Memorandum includes information on the terms of the Notes, including redemption and repurchase prices, covenants and transfer restrictions and constitutes a prospectus for purposes of Part IV of the Luxembourg Law on prospectuses for securities dated July 16, 2019.

Investing in the Notes involves a high degree of risk. See "Risk Factors" beginning on page 33.

Issue Price: 100% of principal

plus accrued interest, if any, from the Issue Date.

This Offering Memorandum does not constitute an offer to sell, or the solicitation of an offer to buy, securities in any jurisdiction where such offer or solicitation is unlawful. The Notes have not been and will not be registered under the U.S. federal or state securities laws or the securities laws of any other jurisdiction and may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act of 1933 ("Regulation S"), as amended (the "Securities Act")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Initial Purchasers named below are offering the Notes only to "qualified institutional buyers" ("QIBs"), as defined in Rule 144A under the Securities Act ("Rule 144A"), in reliance on Rule 144A, and to persons outside the U.S. in reliance on Regulation S. See "Notice to Investors" and "Transfer Restrictions" for further details about eligible offerees and resale restrictions.

The Notes were issued in registered form in denominations of €100,000 and integral multiples of €1,000 in excess thereof and are only transferable in minimum principal amounts of €100,000 and integral multiples of €1,000 in excess thereof. The Notes were represented on issue by global Notes, which were delivered through Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream") on the Issue Date.

Joint Global Coordinators

Deutsche Bank **Barclays** **Santander**

Joint Bookrunners

BBVA **Morgan Stanley** **Société Générale**

Co-Lead Manager

CaixaBank

The date of this Offering Memorandum is February 2, 2022.

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NOTICE TO INVESTORS

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND, SUBJECT TO CERTAIN EXCEPTIONS, MAY NOT BE OFFERED OR SOLD IN THE U.S. OR TO U.S. PERSONS. SEE "PLAN OF DISTRIBUTION" AND "TRANSFER RESTRICTIONS." INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF ANY SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offering Memorandum and, if given or made, any such information or representation must not be relied upon as having been authorized by us, any of our affiliates or the Initial Purchasers or their respective affiliates. This Offering Memorandum does not constitute an offer of any securities other than those to which it relates or an offer to sell, or a solicitation of an offer to buy, to any person in any jurisdiction where such an offer or solicitation would be unlawful. Neither the delivery of this Offering Memorandum nor any sale made under it shall, under any circumstances, create any implication that there has been no change in our affairs or certain of our subsidiaries since the date of this Offering Memorandum or that the information contained in this Offering Memorandum is correct as of any time subsequent to that date.

By receiving this Offering Memorandum, investors acknowledge that they have had an opportunity to request for review, and have received, all additional information they deem necessary to verify the accuracy and completeness of the information contained in this Offering Memorandum. Investors also acknowledge that they have not relied on the Initial Purchasers in connection with their investigation of the accuracy of this information or their decision whether to invest in the Notes.

The contents of this Offering Memorandum are not to be considered legal, business, financial, investment, tax or other advice. Prospective investors should consult their own counsel, accountants and other advisors as to legal, business, financial, investment, tax and other aspects of a purchase of the Notes. In making an investment decision, investors must rely on their own examination of us and our affiliates, the terms of the offering of the Notes and the merits and risks involved.

This issuance was made in reliance upon exemptions from registration under the Securities Act for an offer and sale of securities that does not involve a public offering. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and applicable securities laws of any other jurisdiction pursuant to registration or exemption therefrom. If you purchase the Notes, you will be deemed to have made certain acknowledgments, representations and warranties as detailed under "Transfer Restrictions." The Notes have not been and will not be registered with, recommended by or approved by the U.S. Securities and Exchange Commission (the "SEC") or any other U.S. federal, state or foreign securities commission or regulatory authority, nor has the SEC or any such commission or regulatory authority reviewed or passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

We have applied for the Notes to be admitted to the Official List of the LxSE for trading on the Euro MTF. In the course of any review of the relevant listing particulars by the competent authority, we may be requested to make changes to the financial and other information included in this Offering Memorandum. We may also be required to update the information in this Offering Memorandum and update the relevant listing particulars to reflect changes in our business, financial condition or results of operations and prospects. The application to have the Notes admitted to the Official List of the LxSE for trading on the Euro MTF will not be approved as of the Issue Date. Settlement of the Notes is not conditioned on obtaining this listing.

The Initial Purchasers and Deutsche Trustee Company Limited (the "Trustee") make no representations or warranties, express or implied, as to the accuracy or completeness of the information contained in this Offering Memorandum. Nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers of the Trustee as to the past or future.

We have prepared this Offering Memorandum solely for use in connection with the offer of the Notes to QIBs under Rule 144A and to non-U.S. persons (within the meaning of Regulation S) outside the United States under Regulation S. You agree that you will hold the information contained in this Offering Memorandum and the transactions contemplated hereby in confidence. You may not distribute this Offering Memorandum to any person, other than a person retained to advise you in connection with the purchase of any Notes.

We reserve the right to withdraw the offering of the Notes at any time. We and the Initial Purchasers reserve the right to reject any offer to purchase the Notes in whole or in part for any reason or for no reason and to allot to any prospective purchaser less than the full amount of the Notes sought by such purchaser. The Initial Purchasers and certain related entities may acquire a portion of the Notes for their own account.

The laws of certain jurisdictions may restrict the distribution of this Offering Memorandum and the offer and sale of the Notes. Persons into whose possession this Offering Memorandum or any of the Notes come must inform themselves about, and observe, any such restrictions. Neither we, the Initial Purchasers, the Trustee nor their respective representatives are making any representation to any offeree or any purchaser of the Notes regarding the legality of any investment in the Notes by such offeree or purchaser under applicable investment or similar laws or regulations. For a further description of certain restrictions on the offering and sale of the Notes and the distribution of this Offering Memorandum, see "Notice to Investors in the European Economic Area," "Notice to Certain Other Investors" and "Transfer Restrictions."

To purchase the Notes, investors must comply with all applicable laws and regulations in force in any jurisdiction in which investors purchase, offer or sell the Notes or possess or distribute this Offering Memorandum. Investors must also obtain any consent, approval or permission required by such jurisdiction for investors to purchase, offer or sell any of the Notes under the laws and regulations in force in any jurisdiction to which investors are subject. Neither we, nor our affiliates, the Trustee or the Initial Purchasers or their respective affiliates will have any responsibility therefor.

No action has been taken by the Initial Purchasers, us or any other person that would permit an offering of the Notes or the circulation or distribution of this Offering Memorandum or any offering material in relation to us or our affiliates or the Notes in any country or jurisdiction where action for that purpose is required.

The Notes were issued in fully registered form, in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Notes sold to QIBs in reliance on Rule 144A will initially be represented by one or more global Notes in registered form without interest coupons attached (the "Rule 144A Global Notes"). Notes sold to non-U.S. persons outside the U.S. in reliance on Regulation S will be represented by one or more global Notes in registered form without interest coupons attached (the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "Global Notes"). The Global Notes representing the Notes were deposited, on the Issue Date, with, or on behalf of, a common depositary for the accounts of Euroclear and Clearstream and registered in the name of the nominee of the common depositary. Prior to the date that is 40 days after the later of the commencement of the offering or the Issue Date, beneficial interests in a Regulation S Global Note may not be able to be offered, sold or delivered to, or for the account or benefit of, U.S. persons pursuant to restrictions under the U.S. federal securities laws. See "Book-Entry, Delivery and Form."

We accept responsibility for the information contained in this Offering Memorandum. To the best of our knowledge and belief (having taken reasonable care to ensure that such is the case), the information contained in this Offering Memorandum is in accordance with the facts in all material respects and does not omit anything likely to affect the import of such information in any material respect. We accept responsibility accordingly.

Prospective investors should rely only on the information contained in the Offering Memorandum. Neither we nor the Initial Purchasers have authorized anyone to provide prospective investors with different information, and prospective investors should not rely on any such information. Neither we, the Guarantors nor the Initial Purchasers are making an offer of these Notes in any jurisdiction where this offer is not permitted. Prospective investors should not assume that the information contained in this Offering Memorandum is accurate as of any date other than the date on the front of this Offering Memorandum. This Offering Memorandum may only be used for the purposes for which it has been prepared.

IN CONNECTION WITH THIS ISSUE, DEUTSCHE BANK AKTIENGESELLSCHAFT (THE "STABILIZING MANAGER") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED PERIOD AFTER THE ISSUE DATE. HOWEVER, THERE IS NO OBLIGATION ON THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) TO UNDERTAKE SUCH ACTION. SUCH STABILIZING ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES TAKES PLACE AND, IF BEGUN, MAY BE DISCONTINUED AT ANY TIME BUT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZING ACTION OR OVER ALLOTMENT MUST BE CONDUCTED BY THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "PLAN OF DISTRIBUTION."

NOTICE TO INVESTORS IN THE EUROPEAN ECONOMIC AREA

This Offering Memorandum has been prepared on the basis that all offers of the Notes in member states ("Member States") of the European Economic Area (the "EEA") will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the "Prospectus Regulation"), from the requirement to produce and publish a prospectus for offers of the Notes. Accordingly, any person making or intending to make any offer within the EEA of the Notes should only do so in circumstances in which no obligations arise for us or any of the Initial Purchasers to produce a prospectus for such offer. Neither we nor the Initial Purchasers have authorized, nor do we or they authorize, the making of any offer of Notes through any financial intermediary, other than offers made by the Initial Purchasers, which constitute a final placement of the Notes contemplated in this Offering Memorandum.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("MiFID II"); or (ii) a customer within the meaning of Directive 2002/92/EC, as amended (the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

NOTICE TO CERTAIN OTHER INVESTORS

Spain

Neither this Offering Memorandum, the Notes nor the Offering have been approved by or registered with the *Comisión Nacional del Mercado de Valore*s and therefore the Notes shall not be offered or sold or distributed to persons in Spain except in circumstances which are exempt from the publication of a prospectus under Article 1.4 of the Prospectus Regulation. The Notes will only be offered in Spain to qualified investors as this term is defined under Article 2 (e) of the Prospectus Regulation.

United Kingdom

This Offering Memorandum is for distribution only to, and is directed solely at, persons who (i) are outside the United Kingdom (the "UK"), (ii) are investment professionals, as such term is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the

"Financial Promotion Order"), (iii) are persons falling within Articles 49(2)(a) to (d) of the Financial Promotion Order or (iv) are persons to whom an invitation or inducement to engage in investment banking activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) in connection with the issue or sale of any Notes may otherwise be lawfully communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this Offering Memorandum or any of its contents.

The Notes are not intended to be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, the expression "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (as amended, the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Each Initial Purchaser has represented and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to us or the Guarantors; and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

France

This Offering Memorandum has not been prepared in the context of a public offering of financial securities in France within the meaning of Article L.411-1 of the French *Code monétaire et financier* and Title I of Book II of the *Règlement Général of the Autorité des marchés financiers* (the "AMF") and therefore has not been and will not be submitted for clearance to the AMF. Consequently, the Notes are not being offered, directly or indirectly, to the public in France and this Offering Memorandum has not been and will not be released, issued or distributed or caused to be released, issued or distributed to the public in France. Offers, sales and distributions of the Notes in France will be made only to qualified investors (*investisseurs qualifiés*) acting for their own accounts or to a closed circle of investors (*cercle restreint d'investisseurs*) acting for their own accounts or to providers of the investment service of portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour le compte de tiers*) as defined in, and in accordance with, Articles L.411-2 and D.411-1 to D.411-4, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*. The Notes may only be offered, directly or indirectly, to the public in France, in compliance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French *Code monétaire et financier*.

The Netherlands

For selling restrictions in respect of the Netherlands, see "Notice to Investors in the European Economic Area" above and in addition:

Each Initial Purchaser has represented and agreed that it will not make an offer of the Notes which are the subject of the offering contemplated by this Offering Memorandum to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive unless such offer is made exclusively to legal entities which are qualified investors (as defined in the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, the "NLFMSA")) in the Netherlands.

For the purposes of this provision, the expressions (i) an "offer of the Notes to the public" in relation to any Notes in the Netherlands; and (ii) "Prospectus Directive," have the meanings given to them above in the paragraph headed "Notice to Investors in the European Economic Area."

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("CONSOB") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Offering Memorandum or of any other document relating to the Notes be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February, 1998, as amended (the "Italian Financial Services Act") and Article 34-*ter*, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May, 1999, as amended from time to time (the "Regulation No. 11971"); or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Memorandum or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must be: (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2021 and Legislative Decree No. 385 of 1 September 1993 (the "Italian Banking Act") (in each case as amended from time to time); (ii) in compliance with Article 129 of the Italian Banking Act, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016); and (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

USE OF TERMS AND CONVENTIONS

In this Offering Memorandum, unless otherwise specified or the context otherwise requires:

- "2020 Consolidated Financial Statements" refers to the audited consolidated financial statements for the Company as of and for the year ended March 31, 2020, containing comparative financial information as of and for the year ended March 31, 2019, including the notes thereto;
- "2021 Consolidated Financial Statements" refers to the audited consolidated financial statements for the Company as of and for the year ended March 31, 2021, containing comparative financial information as of and for the year ended March 31, 2020, including the notes thereto;
- "2023 Notes Indenture" refers to the Indenture governing the 2023 Notes dated September 25, 2018, by and among, inter alios, the Company and the Trustee as amended and supplemented from time to time;
- "2021 Notes" refers to the 7.50% Senior Secured Notes due 2021 issued by a wholly owned subsidiary of eDreams ODIGEO on January 31, 2013 and discharged in full on October 4, 2016;
- "2023 Notes" refers to our €425,000,000 5.50% Senior Secured Notes due 2023, issued on September 25, 2018, under the 2023 Notes Indenture;
- "AdWords" refers to Google's advertising service for businesses wanting to display ads on Google and its advertising network;
- "Affiliate" refers to any person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control," as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise;
- "Amadeus" refers to Amadeus IT Group, S.A.;
- "ARC" refers to the Airlines Reporting Corporation, Arlington, Virginia;
- "Ardian" refers to Ardian France S.A. (formerly known as AXA Investment Managers Private Equity Europe);
- "Ardian Funds" refers to funds advised or managed by Ardian;
- "Ardian Vehicles" refers to AXA LBO Fund IV FCPR, AXA LBO Fund IV Supplementary FCPR and AXA Co-Investment Fund III L.P.;
- "Board of Directors" refers to our board of directors, as referred to in "Management and Board of Directors";
- "BSP" refers to a billing and settlement plan;
- "BudgetPlaces" refers to, collectively, Tierrabella Invest, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle López de Hoyos 35, 2, 28002, Madrid, Spain, and registered with the Mercantile Registry of Barcelona under number B 65440638, and its subsidiary, Engrande, S.L., and, where the context requires, the brands allocated with such entities;
- "Bylaws" refers to our bylaws (*estatutos sociales*), as amended from time to time;
- "CGU" refers to cash generating units;
- "Capital Increase" refers to the capital increase we announced on January 12, 2022 and pursuant to which we sold 8,823,529 newly-issued ordinary shares (with a nominal value of 0.10 euros each) at a price of €8.50 per ordinary share resulting in aggregate gross proceeds to us in an amount of approximately €75.0 million;
- "Combination" refers to the combination of the eDreams Group with the GoVoyages Group and the Opodo Group to form eDreams ODIGEO, which was achieved through a contribution to eDreams ODIGEO of the eDreams Group by the Permira Funds and the GoVoyages Group by the Ardian Funds in exchange for shares of eDreams ODIGEO and the acquisition by a wholly owned subsidiary of eDreams ODIGEO of 100% of the share capital of Opodo from Amadeus effective June 30, 2011;
- "Company" refers to eDreams ODIGEO S.A.;

- "Consolidated Financial Statements" refers to the 2020 Consolidated Financial Statements and the 2021 Consolidated Financial Statements, collectively;
- "CRM" refers to customer relationship management;
- "CSM" or "CEO Staff Member" refers to each of the Chief Executive Officer, the Chief Operating Officer, the Chief Trading Officer, the Chief Marketing Officer, the Chief Financial Officer, the Chief People Officer, the Chief Technology Officer, the Chief Retail and Product Officer and the Chief Vacation Products Officer;
- "Direct Connect" and "Direct Connects" refer to the proprietary technology we use to distribute certain network and low-cost carrier flight products (and, where the context requires, such flight products) by either connecting customers directly to an airline's proprietary inventory platform that we can access under a formal agreement or by facilitating customers to book via an airline's public access website, in each case, without the intermediation of a GDS;
- "Director" refers to a member of the Board of Directors;
- "Dynamic Packages" refers to dynamically priced packages consisting of a flight product, a hotel booking and/or other ancillary travel products that travelers customize based on their individual specifications by combining select products from different travel suppliers through us;
- "eDreams" and "eDreams Group" refer to eDreams Inc., a corporation incorporated under the laws of the State of Delaware on January 28, 1999, having its registered office at 1209 Orange Street, Wilmington, DE, 19801, United States, and its subsidiaries, and, where the context requires, the brands associated with such entities;
- "eDreams International" means eDreams International Network, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle López de Hoyos 35, 2, 28002, Madrid, Spain, and registered with the Mercantile Registry of Barcelona under number B-225075;
- "eDreams ODIGEO" refers to eDreams ODIGEO S.A., a public limited liability company (*sociedad anónima*) organized under the laws of the Kingdom Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain, incorporated on February 23, 2011, and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332;
- "EU" and "European Union" refer to the European Union;
- "EUR," "euro," "Euros" and "€" refer to the single currency introduced at the start of the third stage of the European Economic Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time;
- "Eurostat" refers to the statistics database hosted on the internet site of the European Commission;
- "Eurozone" refers to the region composed of members states of the European Union that at the relevant time have adopted the euro;
- "flight business" refers to our operations relating to the supply of flight mediation services;
- "flight mediation services" refers to the mediation services we supply to travelers related to flight products;
- "flight products" refers to flight bookings (network carrier and low-cost carrier flights) and related travel insurance;
- "FY22 Q2 annualized" refers to data calculated by multiplying by four (4) the result for the relevant metric in the three-month period ended September 30, 2021;
- "GBP," "sterling," "pounds sterling" or "£" refer to the lawful currency of the United Kingdom;
- "GDP" refers to gross domestic product;
- "GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "GDS" refers to a global distribution system, also referred to as a computer reservation service, which provides a centralized, comprehensive repository of travel products, including availability and pricing of seats on airline flights and hotel accommodations;

- "Geo Travel Pacific" refers to Geo Travel Pacific Pty Ltd (ABN 33 167 794 756), a company incorporated under the laws of the Commonwealth of Australia, having its registered office at C/- Gunderson Briggs, Level 2, 117 Clarence street, Sydney, 2000, New South Wales, Australia;
- "Government Sponsored Loan" refers to our €15 million EURIBOR +2.75% syndicated loan due 2023, issued on June 30, 2020 by Banco Santander, S.A., Banco Bilbao Vizcaya Argentaria, S.A. and Caixabank, S.A. and guaranteed by the Spanish Official Credit Institute (ICO);
- "GoVoyages" and "GoVoyages Group" refer to, before the Combination, Lyparis S.A.S. and its subsidiaries and, following the Combination, GoVoyages S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 11, Avenue Delcasse, 75008 Paris, France, and registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 522 727 700 and GoVoyages Trade S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 11, Avenue Delcasse, 75008 Paris, France, and registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 508 572 344 and, where the context requires, the brands associated with such entities;
- "Group" refers to the Company and its subsidiaries;
- "H1 2022 Condensed Interim Financial Statements" refers to the unaudited condensed consolidated financial statements for the Company as of and for the six months ended September 30, 2021, containing comparative financial information as of and for the six months ended September 30, 2020, including the notes thereto;
- "IAS 34" refers to IAS 34 *Interim Reporting,* the IFRS standard applicable to interim financial information;
- "IATA" refers to the International Air Transport Association and, where the context requires, reports, statistics and other publications by such entity;
- "IDC" refers to the International Data Corporation and, where the context requires, reports and other publications by such entity;
- "IFRS" refers to the International Financial Reporting Standards, as adopted by the European Union;
- "Indenture" refers to the Indenture governing the Notes dated on the Issue Date by and among, *inter alios*, the Issuer, the Guarantors and the Trustee;
- "Initial Purchasers" refers to Deutsche Bank Aktiengesellschaft, Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank Ireland PLC, CaixaBank, S.A., Morgan Stanley Europe SE and Société Générale;
- "Intercreditor Agreement" refers to the Intercreditor Agreement, dated on the Issue Date, between, amongst others, the facility agent under the Super Senior Credit Facilities, the Trustee, the Company, various subsidiaries of the Company and the Security Agent, as amended from time to time;
- "IT" refers to information technology;
- "Liligo" refers to Liligo Metasearch Technologies S.A.S., a public limited liability company (*société par actions simplifiée*) organized under the laws of France, having its registered office at 11, Avenue Delcasse, 75008 Paris, France, registered with the Paris Register of Commerce and Companies (*Registre du commerce et des sociétés*) under number 483 314 134 (formerly a public limited liability company (*société anonyme*) known as "ODIGEO Paris Meta S.A." and prior to that as "Findworks Technologies S.A."), and, where the context requires, the brands associated with such entity;
- "low-cost carrier" or "LCC" refers to an airline with a lower operating cost structure than competitors that generally offers lower ticket fares and limited services, often charging for extra services like food, priority boarding, seat allocation and baggage;
- "Luxembourg" refers to the Grand Duchy of Luxembourg;
- "Luxgoal" refers to Luxgoal 3 S.à.r.l and Luxgoal 2 S.à.r.l, collectively;
- "LxSe" refers to the Luxembourg Stock Exchange;
- "network carrier" refers to an airline which typically has an international route network and actively markets connecting flights via airline hub airports and provides the transfer services for passengers and their baggage;

- "non-flight business" refers to our operations relating to the supply of non-flight mediation services, as well as other non-travel activities such as advertising on our websites, incentives we receive from payment processors, charges on toll calls and Liligo's metasearch activity;
- "non-flight mediation services" principally refers to the mediation services we supply to travelers related to non-flight products;
- "non-flight products" principally refers to hotel bookings, Dynamic Packages, car rentals and vacation packages as well as related travel insurance;
- "Nordics" refers to Denmark, Finland, Norway and Sweden;
- "Opodo" and "Opodo Group" refer to Opodo Limited, a company organized under the laws of England and Wales, having its registered office at 26-28 Hammersmith Grove, 5th floor, W6 7BA, London, United Kingdom, and registered with the Companies House under number 04051797, and its subsidiaries, and, where the context requires, the brands associated with such entities;
- "Opodo Acquisition" refers to the acquisition of Opodo Limited by a wholly owned subsidiary of eDreams ODIGEO from Amadeus that was consummated on June 30, 2011;
- "OTA" refers to online travel agencies;
- "overcommissions" refers to commissions paid by certain travel suppliers based on the year-end achievement of pre-defined targets;
- "Permira Funds" refers to one or more funds advised by Permira Asesores, S.L. or affiliated entities;
- "Phocuswright" refers to Phocuswright, P.O. Box 760, Sherman, Connecticut 06784, United States and 116 West 32nd Street, 14th Floor, New York, New York 10001, United States and, where the context requires, reports and other publications by such entity;
- "Principal Shareholders" refers to Luxgoal together with its Affiliates and/or the Ardian Funds together with their Affiliates;
- "Refinancing Transaction" refers to the issuance of the Notes offered hereby and the application of proceeds as set out in "Use of Proceeds";
- "Rest of the World" refers to our operations in all other countries in which we operate except for Top 6, including, among others, the United States and Portugal;
- "Revolving Credit Facility" refers to the €180.0 million multi-currency super senior revolving credit facility made available under the Super Senior Credit Facilities as amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes);
- "sector" refers to a part of the travel market;
- "Security Agent" refers to Société Générale;
- "segment" refers to our financial reporting segments of Top 6 and Rest of the World (for a discussion, see "Management's Discussion and Analysis—Overview");
- "service fees" refers to the total difference between the price at which we source a product and sell that product to a customer, which difference includes, among other components, any markup to the price at which we source a product and fees that we charge customers in connection with a Booking;
- "service fees per flight Booking" refers to service fees earned in respect of the supply of flight mediation services divided by the number of flight Bookings;
- "Shareholders" refers to the shareholders of eDreams ODIGEO;
- "Shareholders' Agreement" refers to the shareholders' agreement entered into on April 3, 2014, by and among Luxgoal, the Ardian Funds and Javier Pérez-Tenessa de Block in respect of eDreams ODIGEO;
- "Shares" refers to the ordinary shares in, and issued by, eDreams ODIGEO with a nominal value of €0.10 each;
- "Spanish Stock Exchanges" refers to the Madrid, Barcelona, Bilbao and Valencia stock exchanges;
- "Super Senior Credit Facilities" refers to the Super Senior Revolving Credit and Guarantee Facilities Agreement originally dated October 4, 2016, as amended and restated pursuant to the amendment

agreement dated September 18, 2018, which amended facilities agreement is expected to be further amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), and entered into between, amongst others, the Company and certain of its subsidiaries, as borrowers, the Company and certain of its subsidiaries, as guarantors, Société Générale, Sucursal En España as agent and security agent, comprising a €180.0 million super senior revolving credit facility and a super senior bank guarantee facility (initially with zero commitments with the ability to increase the commitments through use of the accordion feature), as the same may be further amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part);

- "Top 6" refers to our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics;
- "Travellink" refers to Travellink AB, a limited liability company in the form of a Swedish *Aktiebolag* organized under the laws of Sweden having its registered office at c/o Deloitte AB, Box 415, 831 28 Östersund, Sweden, and registered under number 556596-2650, and, where the context requires, the brands associated with such entity;
- "Trustee" refers to Deutsche Trustee Company Limited, as trustee under the Indenture;
- "UK" and "United Kingdom" refer to the United Kingdom of Great Britain and Northern Ireland;
- "U.S." and "United States" refer to the United States of America;
- "Vacaciones eDreams" refers to Vacaciones eDreams, S.L., a company organized under the laws of the Kingdom of Spain, having its registered office at Calle Conde de Peñalver 5, 1 Ext Izq, 28006 Madrid, Spain, and registered with the Mercantile Registry of Barcelona under number B-200680;
- "VAT" refers to value added tax;
- "Waylo" refers to the hotel booking platform TheWaylo.com;
- "we," "us" and "our" refer to the Company and its subsidiaries; and
- "XML" refers to extensible markup language, a set of rules for encoding documents in a format that is both human-readable and machine-readable.

FORWARD-LOOKING STATEMENTS

This Offering Memorandum includes forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995 and the securities laws of certain applicable jurisdictions. These forward-looking statements include, but are not limited to, the discussion of the changing dynamics of the marketplace, our growth outlook in the travel industry both within and outside our Top 6 and Rest of the World markets, the transformation of our business model through Prime, our financial outlook for fiscal year 2025 (including with respect to the number of Prime members, Cash Revenue Margin, Cash EBITDA, Cash Marginal Profit, Prime ARPU, Variable Costs, Fixed Costs, Capital Expenditure and Leverage) and the COVID-19 pandemic and its impact on our business. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "aims," "anticipates," "believes," "continues," "could," "estimates," "expects," "forecasts," "targets," "guidance," "intends," "may," "plans," "should" or "will" or, in each case, their negative, or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Offering Memorandum and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our results of operations, financial condition and performance, liquidity, prospects, growth, strategies and the industry in which we operate.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. We caution you that forward-looking statements are not guarantees of future performance and that our actual financial condition, results of operations and cash flows, and the development of the industry in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained in this Offering Memorandum. In addition, even if our financial condition, results of operations and cash flows, and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Offering Memorandum, those results or developments may not be indicative of our results or developments in subsequent periods. Important factors that could cause these differences include, but are not limited to:

- the impact on the travel industry and on our financial performance and condition of the COVID-19 pandemic, including resurgences and mutant variations and resulting countermeasures made by authorities;
- the impact on our revenue, profits and cash flow resulting from general economic conditions, consumer confidence, spending patterns and disruptions (including those related to natural disasters, terrorism, political and social instability, and health pandemics) affecting the travel industry specifically;
- the impact on our revenue, profits and cash flow resulting from our inability to successfully compete against current and future competitors (including increasing competition from other OTAs, travel suppliers, metasearch and online portal companies);
- the requirement to obtain and maintain certain licenses or accreditations in certain jurisdictions, including IATA accreditation;
- the effects of COVID-19, air travel recovery, expansion, capital expenditures and market share, which in particular could affect our ability to achieve targeted financial and operating performance;
- the impact of seasonal fluctuations;
- the increasing number of laws, rules and regulations to which we are subject, the more aggressive enforcement thereof, and the potential for changes to those laws, rules and regulations;
- the impact on our revenue, profits and cash flow resulting from adverse changes affecting our relationships with travel product suppliers, such as airlines, and suppliers' intermediaries which could reduce our access to travel products content and/or increase our costs;
- a fall or the slowing of growth in Internet penetration;
- our ability to retain existing Prime members or add new Prime members;
- risks associated with our limited experience with determining the optimal price for our Prime subscription offering;
- the impact resulting from the slow or no growth of the market or the market for travel subscription products;

- risks associated with changes in customer patterns with respect to flight mediation services and other products;
- our inability to innovate tools used by travelers or fail to adapt to technological developments or industry trends;
- risks associated with changes in search engine algorithms and search engine relationships;
- our ability to execute our strategy and initiatives to implement our Prime subscription model;
- our ability to attract and retain highly skilled personnel and other qualified executives and employees;
- risks associated with changes in customer patterns related to flight activities;
- restrictions in the use of our brands and maintaining brand awareness;
- risks related to a decrease in the travel products offered to us by suppliers or with our relationship with suppliers, including related to reductions in commissions or fees;
- competition for advertising and metasearch revenue;
- risks associated with our international operations;
- changes, restrictions or disruptions affecting our technology platforms or the technology of our third-party service providers;
- risks associated with various legal proceedings;
- risks associated with intellectual property infringements and intellectual property-related claims against us by third parties;
- our exposure to risks associated with online commerce security and particularly payment fraud;
- risks associated with our processing, storage, use and disclosure of personal data;
- the impact of new legislation and different interpretation by tax authorities;
- risks associated with impairment of goodwill and other intangible assets;
- our substantial leverage and ability to meet significant debt service obligations;
- restrictive covenants in our debt instruments that could impair our activities;
- our ability to generate cash and access capital markets;
- our exposure to interest rate risk, hedging risk and currency fluctuations; and
- other factors discussed or referred to in this Offering Memorandum.

The foregoing factors should not be construed as exhaustive. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. We urge you to read this Offering Memorandum, including the sections entitled "Risk Factors" (including the risk factor "*Risks Related to Our Business—Our actual performance may differ materially from the targets included in this Offering Memorandum*") "Management's Discussion and Analysis," and "Business," for a more complete discussion of the factors that could affect our future performance and the industry in which we operate.

We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Offering Memorandum which may be made to reflect events or circumstances after the date of this Offering Memorandum, including, without limitation, changes in our business or acquisition strategy or planned Capital Expenditures, or to reflect the occurrence of unanticipated events except as required by law or by the rules and regulations of the Spanish Stock Exchanges.

PRESENTATION OF FINANCIAL AND OTHER DATA

The consolidated financial information as of and for the years ended March 31, 2019, 2020 and 2021 and the six months ended September 30, 2020 and 2021, presented below has been derived from our audited consolidated financial statements as of and for the year ended March 31, 2020, containing comparative financial information as of and for the year ended March 31, 2019, including the notes thereto (the "2020 Consolidated Financial Statements"), our audited consolidated financial statements as of and for the year ended March 31, 2021, containing comparative financial information as of and for the year ended March 31, 2020, including the notes thereto (the "2021 Consolidated Financial Statements" and, together with the 2020 Consolidated Financial Statements, the "Consolidated Financial Statements") and our unaudited condensed consolidated financial statements as of and for the six months ended September 30, 2021, containing comparative financial information as of and for the six months ended September 30, 2020, including the notes thereto (the "H1 2022 Condensed Interim Financial Statements"), and should be read in conjunction with this section, "Management's Discussion and Analysis," the Consolidated Financial Statements and the H1 2022 Condensed Interim Financial Statements, in each case including the notes thereto, included in this Offering Memorandum.

Our 2020 Consolidated Financial Statements have been prepared in accordance with IFRS and audited by Ernst & Young S.A. (Luxembourg), our independent auditors during the period covered by such financial statements. Our 2021 Consolidated Financial Statements have been prepared in accordance with IFRS and audited by Ernst & Young S.L. (Spain), our independent auditors. Our H1 2022 Condensed Interim Financial Statements have been prepared in accordance with IAS 34 and has been reviewed by Ernst & Young S.L. (Spain), our independent auditors.

The unaudited financial information for the twelve months ended September 30, 2021, presented herein has been derived from our 2021 Consolidated Financial Statements and our H1 2022 Condensed Interim Financial Statements, and is calculated by taking the results of operations of the year ended March 31, 2021, and (i) adding the results of operation for the six months ended September 30, 2021, and (ii) subtracting the results of operations for the six months ended September 30, 2020.

The income statement line items included in this section are presented in a manner consistent with the presentation of the income statement line items introduced under "Management's Discussion and Analysis—Principal Consolidated Income Statement Line Items" and the discussion of the results of operations provided under "Management's Discussion and Analysis—Comparison of the six months ended September 30, 2021 and 2020," "Management's Discussion and Analysis—Comparison of the years ended March 31, 2021 and 2020" and "Management's Discussion and Analysis—Comparison of the years ended March 31, 2020 and 2019."

Non-GAAP Measures and Other Key Operating and Performance Measures

The financial information included in this Offering Memorandum includes certain non-GAAP measures which are not accounting measures as defined by IFRS. These measures have been included for the reasons described below. However, these measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, our audited consolidated financial statements based on IFRS. Further, these measures may not be comparable to similarly titled measures disclosed by other companies. Certain of these measures are also presented on a "per Booking" basis, which are also non-GAAP measures.

As used in this Offering Memorandum, the following terms have the following meanings:

"Adjusted EBITDA" means operating profit / loss before depreciation and amortization, impairment and profit / loss on disposals of non-current assets, certain share-based compensation, restructuring expenses and other income and expense items which are considered by management to not be reflective of our ongoing operations. We believe adjusted EBITDA provides the reader a better view about the EBITDA generated by our ongoing operations.

"Adjusted EBITDA Margin" means Adjusted EBITDA divided by Revenue Margin.

"Advertising and Metasearch Revenue" represents revenue from other ancillary sources, such as advertising on our websites and revenue from metasearch activities. Our management believes that the presentation of the Advertising and Metasearch Revenue measure may be useful to readers to help understand the results of our revenue diversification strategy.

"Annualized Cash EBITDA" means the Cash EBITDA for the fiscal quarter ended September 30, 2021, multiplied by four for a pro forma full year run rate.

"Bookings" means the number of transactions under the agency model and the principal model as well as transactions made under white label arrangements. One Booking can encompass one or more products and one or more passengers. For a description of the agency and principal models, see "Management's Discussion and Analysis—Principal Consolidated Income Statement Line Items—Revenue—Agency and principal models."

"Capital Expenditure" represents the cash outflows incurred during the period to acquire non-current assets such as property, plant and equipment, certain intangible assets and capitalization of certain development IT costs, excluding the impact of any business combination.

"Cash EBITDA" means Adjusted EBITDA, plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount, or when the Prime contracted period expires. Cash EBITDA provides to the reader with a view of the sum of the Adjusted EBITDA (reflecting our EBITDA from our ongoing operations) and the total amount of Prime fees generated in the period.

"Cash EBITDA Margin" means Cash EBITDA divided by Cash Revenue Margin.

"Cash EBITDA Margin per Booking" means cash EBITDA margin divided by the number of Bookings. See also the definitions of "Cash EBITDA Margin" and "Bookings".

"Cash Marginal Profit" means Marginal Profit plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount, or when the Prime contracted period expires. Cash Marginal Profit provides a measure of the sum of the Marginal Profit and the full Prime fees generated in the period.

"Cash Revenue Margin" means revenue less cost of sales, plus the variation of the Prime deferred revenue corresponding to the Prime fees that have been collected and that are pending to be accrued. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount, or when the Prime contracted period expires. Cash Revenue Margin provides a measure of the sum of the Revenue Margin and the total amount of Prime fees generated in the period.

"Cash Revenue Margin per Booking" means Cash Revenue Margin divided by the number of Bookings. See also the definitions of "Cash Revenue Margin" and "Bookings".

"Classic Customer Revenue" represents customer revenue other than Diversification Revenues earned through flight service fees, cancellation and modification fees, tax refunds and mobile application revenue. Our management believes that the presentation of the Classic Customer Revenues measure may be useful to readers to help understand the results of our revenue diversification strategy.

"Classic Supplier Revenue" represents supplier revenue earned through GDS incentives for Bookings mediated by us through GDSs and incentives received from payment service providers. Our management believes that the presentation of the Classic Supplier Revenues measure may be useful to readers to help understand the results of our revenue diversification strategy.

"Diversification Revenue" represents revenue other than Classic Customer Revenue, Classic Supplier Revenues or Advertising and Metasearch Revenue, earned through vacation products (including car rentals, hotels and Dynamic Packages), flight ancillaries (including reserved seats, additional check-in luggage, travel insurance and additional service options), travel insurance, as well as certain commissions, and incentives directly received from airlines. Our management believes that the presentation of the Diversification Revenues measure may be useful to readers to help understand the results of our revenue diversification strategy.

"EBIT" means operating profit / loss.

"EBITDA" means operating profit / loss before depreciation and amortization, impairment and profit / loss on disposals of non-current assets.

“Fixed Costs” includes IT expenses net of capitalization write-off, personnel expenses which are not Variable Costs, external fees, building rentals and other expenses that are fixed by nature. Our management believes the presentation of Fixed Costs may be useful to readers to help understand our cost structure and the magnitude of certain costs we have the ability to reduce in response to changes affecting the number of transactions processed.

“Fixed Costs per Booking” means fixed costs divided by the total number of Bookings. See also the definitions of “Fixed Costs” and “Bookings”.

“(Free) Cash Flow before financing” means cash flows from operating activities plus cash flows from investing activities.

“Gross Bookings” means the total amount paid by our customers for travel products and services booked through or with us (including the part that is passed on to, or transacted by, the travel supplier), including taxes, service fees and other charges and excluding VAT. Gross Bookings include the gross value of transactions booked under both agency and principal models as well as transactions made under white label arrangements and transactions where we act as a “pure” intermediary whereby we serve as a click-through and pass the reservations made by the customer to the relevant travel supplier. Gross Bookings provide to the reader a view about the economic value of the services that we mediate.

“Gross Financial Debt” means total financial liabilities including financing cost capitalized plus accrued interests and overdraft. It includes both non-current and current financial liabilities. This measure offers to the reader a global view of the Financial Debt without considering the payment terms.

“Gross Leverage Ratio” means the total amount of outstanding Gross Financial Debt on a consolidated basis divided by Cash EBITDA. This measure offers to the reader a view about the capacity of the Group to generate enough resources to repay the Gross Financial Debt.

“Lifetime Value” means the profit generated by a customer over a period of 24 months after the acquisition of such customer.

“Marginal Profit” means Revenue Margin less Variable Costs.

“Net Debt” means total financial liabilities (including both non-current and current financial liabilities) plus accrued interest and overdrafts less financing costs and amortizations on debt and cash and cash equivalents. For a discussion of Net Debt, see “Management’s Discussion and Analysis—Liquidity and Capital Resources.”

“Net Financial Debt” means Gross Financial Debt less “cash and cash equivalents”. This measure offers to the reader a global view of the Financial Debt without considering the payment terms and reduced by the effects of the available cash and cash equivalents to face these future payments.

“Net Income” means consolidated profit / loss for the year.

“Net Leverage Ratio” means the total amount of outstanding Net Financial Debt on a consolidated basis divided by Cash EBITDA. This measure offers to the reader a view about our capacity to generate enough resources to repay the Gross Financial Debt, also considering the available cash in the Company.

“new customers” means customers that have not purchased a product or service on our platform for more than 36 months.

“Operating Costs” means personnel expenses, impairment loss on bad debts and other operating expenses.

“Pre-COVID Cash EBITDA” means Cash EBITDA for the twelve month period ended January 31, 2020. This is computed from the Cash EBITDA for fiscal period ended March 31, 2020 (€120.7 million), then subtracting the Cash EBITDA for months of February and March of 2020 (€16.5 million) and adding the Cash EBITDA for the months of February and March 2019 (€27.7 million).

“Pre-COVID Cash Revenue Margin” means Revenue Margin for the twelve month period ended January 31, 2020. This is computed from the Revenue Margin for fiscal period ended March 31, 2020 (€534.3 million), then subtracting the Revenue Margin for months of February and March of 2020 (€67.6 million) and adding the Revenue Margin for the months of February and March 2019 (€103.2 million).

“Pre-COVID EBITDA Margin” means financial measure resulting from Pre-COVID Cash EBITDA divided by Pre-COVID Cash Revenue Margin.

"Prime ARPU" means the Cash Revenue Margin generated from Prime users on a last twelve months basis. It is calculated considering all the Cash Revenue Margin elements linked to the bookings done by Prime members (such as, but not limited to, the Prime fees collected, GDS incentives, overcommissions, ancillary services, etc.) divided by the average number of Prime members during the same period. Management considers this is a relevant measure to follow the Prime performance.

"Prime members" means the total number of customers that have a Prime subscription in a given period.

"Revenue Margin" means our IFRS revenue less cost of supplies. Our management uses Revenue Margin to provide a measure of our revenue after reflecting the deduction of amounts payable to our suppliers in connection with the revenue recognition criteria used for products sold under the principal model (gross value basis). Accordingly, Revenue Margin provides a comparable revenue measure for products, whether sold under the agency or principal model. For a description of the agency and principal models, see "Management's Discussion and Analysis—Principal Consolidated Income Statement Line Items—Revenue—Agency and principal models."

"Revenue Margin per Booking" means Revenue Margin divided by the number of Bookings. See also the definitions of "Revenue Margin" and "Bookings".

"Total Adjustments" refers to share-based compensation, restructuring expenses and other income and expense items which are considered by management to not be reflective of our ongoing operations.

"Variable Costs" includes all expenses which depend on the number of transactions processed. These include acquisition costs, merchant costs and other costs of a variable nature, as well as personnel costs related to call centers as well as corporate sales personnel. Our management believes the presentation of Variable Costs may be useful to readers to help understand our cost structure and the magnitude of certain costs. We have the ability to reduce certain costs in response to changes affecting the number of transactions processed.

"Variable Costs per Booking" means variable costs divided by the number of Bookings. See also the definitions of "Variable Costs" and "Bookings".

Bookings, Capital Expenditure, EBIT, EBITDA, Fixed Costs, Adjusted EBITDA, Adjusted EBITDA Margin, Cash EBITDA, Cash EBITDA Margin, Annualized Cash EBITDA, Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin, Pre-COVID EBITDA Margin, Cash Revenue Margin, Cash Marginal Profit, Gross Leverage Ratio, Net Debt, Gross Debt, Revenue Margin, Variable Costs and similar measures are used by different companies for differing purposes and are often calculated and defined in different ways that reflect the specific circumstances of those companies. You should exercise caution in comparing these non-GAAP measures or any similar measures or data as reported by us to similar measures or data as reported by other companies.

In particular, EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA, Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin and Pre-COVID EBITDA Margin are not measures of performance under IFRS and you should not consider EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA, Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin and Pre-COVID EBITDA Margin as an alternative to, among others, (a) operating profit or profit for the period (as determined in accordance with IFRS) as a measure of our operating performance, (b) cash flows from operating, investing and financing activities as a measure of our ability to meet our cash needs or (c) any other measures of performance under generally accepted accounting principles. EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA, Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin, Pre-COVID EBITDA Margin as well as the other non-GAAP financial measures used in this Offering Memorandum, each have limitations as an analytical tool, and you should not consider them in isolation, or as a substitute for, or superior to, an analysis of our results as reported under IFRS. We have presented these supplemental non-GAAP measures because we believe that they are useful indicators of our financial performance and our ability to incur and service our indebtedness and can assist analysts, investors and other parties to evaluate our business. We encourage you to evaluate the adjustments made to arrive at EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA, Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin, Pre-COVID EBITDA Margin and the limitations for purposes of analysis in excluding them.

The limitations that EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA and Pre-COVID Cash EBITDA have as an analytical tool include:

- they do not reflect our cash expenditures or future requirements for Capital Expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments, on our debts;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often need to be replaced in the future and EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA and Pre-COVID Cash EBITDA do not reflect any cash requirements that would be required for such replacements;
- some of the exceptional items that we eliminate in calculating Adjusted EBITDA reflect cash payments that were made, or will in the future be made; and
- the fact that other companies in our industry may calculate EBIT, EBITDA, Adjusted EBITDA, Cash EBITDA, Annualized Cash EBITDA and Pre-COVID Cash EBITDA differently than we do, which limits its usefulness as a comparative measure.

Presentation of Financial Information

Similarly, Net Debt and Gross Debt are measures presented to enhance the investor's understanding of our indebtedness and our ability to fund our ongoing operations. However, these are non-GAAP measures not determined on the basis of IFRS, or any other internationally accepted accounting principles, and you should not consider these as an alternative to our historical consolidated financial position and our subsidiaries. Net Debt and Gross Debt, as defined by us, may not be comparable to similarly titled measures as presented by other companies due to differences in the way our debt and liquidity non-GAAP measures are calculated.

Certain amounts and percentages included in this Offering Memorandum have been rounded. Accordingly, in certain instances, the sum of the numbers in a column of a table may not exactly equal the total figure for that column.

Our financial year ends March 31 in a given year. References in this Offering Memorandum to the "year ended March 31, 2021," "financial year 2021," "fiscal year 2021," or similar, are references to a given financial year. References in this Offering Memorandum to "2021," "2020," or similar, refer to the given calendar year ended December 31.

The financial information included in this Offering Memorandum is not intended to comply with the applicable accounting requirements of the Securities Act and the related rules and regulations promulgated thereunder by the SEC (including Regulation G relating to the conditions for use of Non-GAAP financial measures).

The outbreak of the COVID-19 pandemic in early 2020 has had a significant adverse effect upon our key operating data and performance indicators in the financial years ended March 31, 2020 and 2021. In order to provide better insight into what we believe to be the normal trends prior to the anomalous financial year ended March 31, 2021 beset by the COVID-19 pandemic, the following presentation also discusses our key operating data and performance indicators for the financial years ended March 31, 2019 and 2020, and for some financial and operating metrics presented in this Offering Memorandum we also provide "FY22 Q2 annualized" data, defined as and calculated by multiplying by four (4) the result for the relevant metric in the three-month period ended September 30, 2021. This presentation should not be considered indicative of actual results that would have been achieved had the COVID-19 pandemic not significantly disrupted our operations, and does not purport to indicate the future results of our key operating data and performance indicators. See also "Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Trends and Changes in the Global Economy and Travel Industry—COVID-19."

Market and Industry Information

This Offering Memorandum contains information about the market share, market position and industry data for the operating areas of the Group. Such information has been accurately reproduced and, as far as the Company is aware and is able to ascertain from such information, no facts have been omitted which would render the information provided herein inaccurate or misleading. Industry

publications generally state that the information they contain has been obtained from sources believed to be reliable, but the accuracy and completeness of such information is not guaranteed. The Company has not independently verified and cannot give any assurance as to the accuracy of market data and industry forecasts contained in this Offering Memorandum that were taken or derived from these industry publications.

EXCHANGE RATE AND CURRENCY INFORMATION

The following tables set forth, for the periods set forth below, the high, low, average and period end Bloomberg Composite Rate expressed as U.S. dollars per €1.00. The Bloomberg Composite Rate is a "best market" calculation, in which, at any point in time, the bid rate is equal to the highest bid rate of all contributing bank indications and the ask rate is set to the lowest ask rate offered by these banks. The Bloomberg Composite Rate is a mid-value rate between the applied highest bid rate and the lowest ask rate. The rates may differ from the actual rates used in the preparation of our Consolidated Financial Statements, our H1 2022 Condensed Interim Financial Statements and other financial information appearing in this Offering Memorandum. We make no representation that the U.S. dollar amounts referred to below could have been or could, in the future, be converted into Euro at any particular rate, if at all.

The average rate for a financial year means the average of the Bloomberg Composite Rates on the last day of each month during the relevant 12 month period in a financial year. The average rate for a month or for any shorter period, means the average of the daily Bloomberg Composite Rates during that month, or shorter period, as the case may be.

The Bloomberg Composite Rate of the Euro on January 10, 2022, was $0.8831 per €1.00.

	U.S. dollars per €1.00			
	High	**Low**	**Average[1]**	**Period end**
2018	0.8915	0.7996	0.8477	0.8722
2019	0.9176	0.8664	0.8935	0.8919
2020	0.9353	0.8130	0.8771	0.8186
2021	0.8929	0.8113	0.8459	0.8793

	High	**Low**	**Average[2]**	**Period end**
January 1 through January 10, 2022	0.8860	0.8801	0.8839	0.8831

(1) The average of the exchange rates on the last business day of each month during the relevant period.

(2) The average of the exchange rates on each business day during the relevant period.

SUMMARY

Business Overview

We are a leading online subscription company focused on travel with a presence in 45 countries. With approximately 2.2 million Prime members as of December 31, 2021 and more than 17 million customers served in the year ended March 31, 2019 (before the COVID-19 pandemic), we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining select products from different travel suppliers through us), car rentals, vacation packages, travel insurance and other ancillary travel-related services and products.

Over the past four years, we have successfully developed and tested our subscription program, Prime. Prime is an innovative subscription model in the online travel sector that allows our customers to fly at lower prices and have access to 24/7 priority customer service, as well as exclusive Prime offers and additional discounts on other products and services.

Prime has given us the opportunity to diversify away from the transactional model and transform the relationship with the customer, adding quality and longevity and enabling us to engage with our customers throughout every step of their travel journey. We believe this model provides us with a more stable source of income, a considerable reduction in our customer acquisition costs, as well as strengthened customer loyalty and higher repeat Booking rates. The Prime model also enables us to foster stronger relationships with our business partners, as it grants our business partners access to a loyal and high value customer group.

We own and operate a strong portfolio of consumer brands consisting mainly of eDreams, Opodo, GoVoyages, Travellink and Liligo. Among flight OTAs, our brands are ranked first in Spain, France and Italy, second in Germany and third in the United Kingdom (source: SimilarWeb). Through our brands, we have historically focused on the flight sector of the travel market. We believe the strength of our brands, quality of our services, our Prime subscription program, as well as our user-friendly website experience, our focus on our customers have enabled us to build significant brand awareness in the European flight sector. We have historically leveraged, and expect to continue to leverage, our strength in flight travel to expand our presence in non-flight travel sectors, such as hotels and Dynamic Packages.

We derive the substantial majority of our revenue and profit from the supply of flight and non-flight products for the European leisure market where we have a leading market presence. As of December 2020, based on Phocuswright and Company data, we were the largest online flight retailer in Europe by number of Bookings, with a 37% market share. Outside of Europe, we have an expanding presence in a number of significant markets, including the United States, Australia, Canada, Mexico and South Africa.

Our products are distributed through a variety of channels including our online booking platform (desktop and mobile websites and mobile apps) and via our call centers, as well as indirectly through metasearch websites, white-label distribution partners and other travel agencies. We also offer our products through Liligo, our metasearch brand which is currently active in nine countries.

We use innovative technology and our relationships with suppliers, product know-how and marketing expertise to attract and allow customers to research, plan and book a broad range of travel products. We make our offers accessible to a broad range of customers, offline travel agents and white label distribution partners. Prime, our travel subscription program, enables us to continue to deepen and broaden our relationship with our customers, which has resulted in earning more repeat business and obtaining a greater share of our customers' travel wallet.

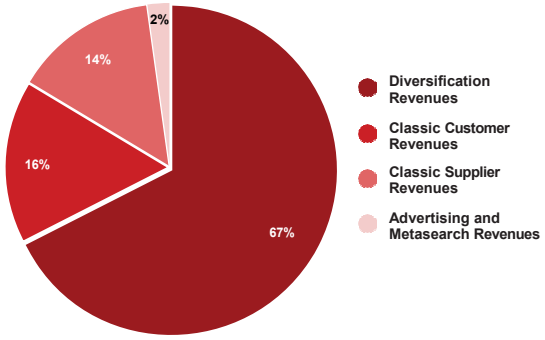
Our Prime subscription model appeals to travelers of all ages for all types of travel. The demographics of our Prime members include 50% female and 50% male members, with 43% of the members from 18 to 35 years of age, 38% from 36 to 55 years of age and 19% over the age of 56. From December 2020 to November 2021, 63% of our Prime members travelled alone, 29% were accompanied by other adults, and 8% travelled with children. The income range of our Prime members varies as well, with 26% of the members with an annual income of less than €30,000, 47% from €30,000 to €60,000, 21% from €60,000 to €150,000, and 6% over €150,000. On haul type, 47% of the bookings by our Prime members are for continental flights, 30% for domestic flights, and 23% for inter-continental flights.

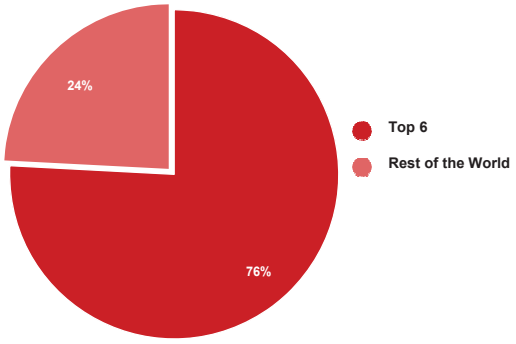
For the year ended March 31, 2021, we reached 876 thousand Prime members and our businesses generated 3.2 million Bookings, Revenue Margin of €111.1 million, Cash Revenue Margin of €121.8 million, Adjusted EBITDA of €(38.2) million, and Cash EBITDA of €(27.4) million compared to 10.8 million Bookings, 556 thousand Prime members, Revenue Margin of €528.7 million, Cash Revenue Margin of €534.3 million, Adjusted EBITDA of €115.1 million, and Cash EBITDA of €120.7 million in the year ended March 31, 2020.

For the twelve months ended September 30, 2021, we reached 1.7 million Prime members and our businesses generated 7.5 million Bookings, Revenue Margin of €228.4 million, Cash Revenue Margin of €252.0 million, Adjusted EBITDA of €(20.6) million, and Cash EBITDA of €2.9 million, compared to 6.4 million Bookings, 664 thousand Prime members, Revenue Margin of €298.5 million, Cash Revenue Margin of €309.1 million, Adjusted EBITDA of €41 million, and Cash EBITDA of €51.6 million in the twelve months ended September 30, 2020.

For the six months ended September 30, 2021, we reached 1.7 million Prime members and our businesses generated 5.7 million Bookings (14.1 million Bookings for FY22 Q2 annualized), Revenue Margin of €168.4 million (€99.9 million for the three months ended September 30, 2021), Cash Revenue Margin of €187.0 million, Adjusted EBITDA of €0.7 million, and Cash EBITDA of €19.4 million, compared to 1.5 million Bookings, 664 thousand Prime members, Revenue Margin of €51 million (€34.4 million for the three months ended September 30, 2020), Cash Revenue Margin of €56.8 million, Adjusted EBITDA of €(16.8) million, and Cash EBITDA of €(11) million in the year ended September 30, 2020. For the three months ended September 30, 2021, we generated Cash EBITDA of €16.3 million, compared to €1.4 million in the three months ended September 30, 2020.

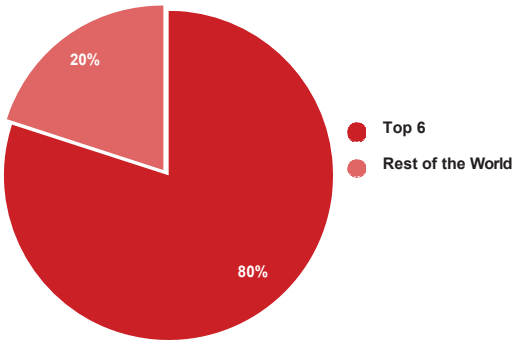
The following charts present breakdowns of our Revenue Margin by revenue source and geography for the twelve months ended September 30, 2021.

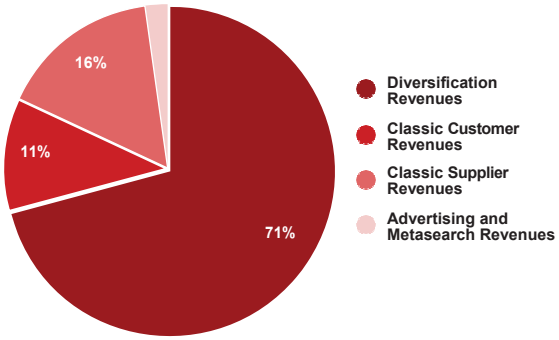




The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources and product mix*".

The following charts present breakdowns of our Revenue Margin by revenue source and geography for the six months ended September 30, 2021.





The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources and product mix*".

Our Strengths

We believe that our key competitive strengths include the following.

We are an innovation leader in the travel industry with our travel subscription program, Prime

Online travel has traditionally been transaction-based, which has meant that there is limited loyalty and customers need to be re-acquired as they search and compare alternatives before every trip, with a focus on price. We believe our travel subscription program, Prime, can break this pattern and create a virtuous cycle with the potential to deliver increased revenue sustainability and predictability. A customer finding attractive prices on our platform and subscribing to Prime creates an opportunity to increase such customer's satisfaction and to gain his trust. We believe this enables us to obtain repeat customers at a lower acquisition cost, resulting in lower marketing spend which allows us to decrease prices further for flights as well as for other travel products. The additional profit that we expect to derive from repeat customers, together with the benefit of reduced marketing expenses, will allow us to lower prices for other potential and current customers.

Prime represents a compelling value proposition for customers. Prime enables us to diversify away from an entirely transactional client relationship and expands the relationship and gives us numerous opportunities to engage with the customer from choice prior to booking to feedback on return. In addition to being able to purchase flights at our lowest prices, our Prime customers can also purchase Dynamic Packages and hotel bookings that offer better prices than those of our main competitors. Throughout the process, Prime customers also receive superior customer service, including priority access to a 24/7 priority customer service, access to exclusive Prime offers and additional discounts on other products and services. This value proposition resulted in increased customer satisfaction for Prime customers, as demonstrated by the indexed Net Promoter Scores (NPS) of 13, 24 and 38 for non-Prime customers, new Prime customers and repeat Prime customers, respectively, with 91% of our repeat Prime customers score us a 7 to 10 in NPS, based on an independent NPS survey performed by Ipsos across Spain, France, Italy, Germany and the United Kingdom.

We believe the success of Prime will be driven by three key factors. Firstly, the shift in our customers' behavior from searching for and purchasing travel products and services on a transactional basis to joining the Prime subscription program and granting us a greater share of their travel wallet, which we expect to generate a win-win loyalty relationship with our customers as a result of the virtuous cycle described above. Secondly, a stable revenue from Prime members which we partially re-invest in additional discounts for Prime members and which we expect to result in an increase in the volume of Prime Bookings and our Cash Revenue Margin because we can offer our Prime members products and services at more competitive prices. Thirdly, our best-in-class technology platform, which is the second biggest flight retailing platform in the world by revenue (according to 2020 data published by Expedia and Trip.com) and provides a wide range of content and a large selection of flight options which allows us to offer cheaper alternatives to our customers.

We believe Prime brings multiple benefits to us, including more predictable and stable fixed revenue stream, the potential to increase share of the wallet of the customer, reduced marketing costs, and valuable customer insight due to higher repeat business. Assuming Prime members renew their subscriptions, we expect the Prime model to drive an increasing Lifetime Value for Prime members over time as our Cash Marginal Profit Margin increases as a result of a decrease in Variable Costs (approximately half of which acquisition costs) of approximately 30% after the first year of Prime membership. The Prime membership fees, the higher rate of repeat Prime Bookings and the decrease in Variable Costs over time generally result in a higher Lifetime Value for Prime members compared to non-Prime customers. Therefore, we believe that our initial Prime customer acquisition expenditures are highly accretive expenditures supporting the acceleration of Prime and expected to generate a significant return on investment over the long-run. Prime already accounts for approximately 40% of our flight bookings as of September 30, 2021, and has already successfully been rolled out in all of our Top 6 markets. As of November 11, 2021, we had more than 1.9 million Prime members.

We believe Prime is not easily replicable by our competitors and therefore gives us a significant competitive advantage in the online travel industry

Over the past four and a half years we have successfully developed and tested our subscription offering, Prime, across all our key markets to develop a market-leading, differentiated, exclusive proposition for our customers. Creating a subscription model within the online travel industry involves a lengthy development process and requires a holistic company transformation that takes years to accomplish,

including changing the customer acquisition methodology, pricing, product design, payment systems (from transactional to recurrent payments), customer support, data and business intelligence (from transactional to customer focused). This transformation also requires a material financial investment. The numerous challenges of creating a subscription model within the online travel industry explain why, to date, only one of our competitors has launched a subscription offer in a single country and for a single product, hotels, and requires a high uptake for its subscription value to be realized. Prime has been successful in all the markets where it has been launched, driving up customer acquisition, customer satisfaction and long term customer value. We therefore believe that Prime gives us a significant competitive advantage in the online travel industry.

Large, fragmented market with attractive long-term secular growth trends

We believe we operate in a market with strong fundamentals and attractive characteristics. According to Phocuswright, worldwide travel market size has reached €1.3 trillion in 2019. Despite the challenges to travel over the past two years caused by the COVID-19 pandemic and ensuing lock-downs and travel restrictions, we believe that the travel market has good future prospects and we are a scale player in its most attractive segment: leisure online travel. Online leisure travel is the largest eCommerce category, estimated to be 2.2 times the size of apparel (which is the next largest e-commerce segment) in 2019, based on Statista data.

According to Phocuswright, the European online travel market reached €157 billion in 2019. While a significant portion of spending in travel is still spent offline, the shift to online customers and the COVID-19 pandemic has accelerated this trend, based on the most recent data from Phocuswright in the Europe Travel Market Report 2020-2024, the online travel penetration advanced three percentage points in 2020, to 59%. We believe our focus area, the leisure segment, has not been structurally affected by the COVID-19 pandemic in the way that business travel has been. While business travel has been partly replaced by video conferencing, there is no such replacement for the leisure travel experience. Furthermore, we have seen that as restrictions are eased, leisure travel has started to resume. For example, in 2021 leisure travel has experienced a faster recovery than business travel. Also, external studies expect the tendency to continue for following years. According to Phocuswright, the estimated European travel market size for 2021 is €200 billion and is expected to increase to €291 billion in 2024, with a compound annual growth rate of 13%.

The key drivers for the online market growth include:

- general improvements in macro-economic conditions across Europe and worldwide, and increases in air travel passenger numbers, which increased at an average rate of 2.0 times global GDP (as measured by the World Bank in constant U.S. dollars) growth between 2009 and 2019; furthermore, this rate has further increased to an average of 2.1 times global GDP between 2014 and 2019;
- increasing online travel penetration in all geographies, with online travel penetration in Europe expected to increase from 52% in 2019 to 60% in 2024 (according to Phocuswright);
- increasing bookings through mobile devices in Europe (according to Phocuswright), a trend on which we seek to capitalize as the amount of mobile bookings relative to our total bookings exceeds the industry average, with 56% of our flight Bookings done via mobile devices in the year ended March 31, 2021, compared to 44% on average in the year ended March 31, 2020;
- growing share of OTAs with global scale driven by their ability to offer customers value added services including a larger inventory, more attractive prices (due to greater ability to receive favorable terms from suppliers), ability to create customary solutions (such as multi-leg journeys with different airlines), ability to offer complex products (such as Dynamic Packages) and greater scope to invest to improve customer service and product offerings. According to Phocuswright, 70% of the total OTA European gross bookings in 2020 were generated by the key global OTAs (Booking Holdings, Expedia and eDreams ODIGEO).

In addition, unlike other mature markets, such as the United States, the European flight market is characterized by a large number of airlines and a higher percentage of international travel. Few airlines have sufficient network density and brand recognition across all European countries, and so are more in need of distribution partners outside their home markets; in 2021, the top four airlines in Europe (out of 206 airlines) had a combined market share of 30% whereas the top four airlines in the United States (out of 64 airlines) had a combined market share of 78%.

By helping consumers navigate this complexity, online travel distributors add value for airlines (by providing greater access to consumers outside of their home markets), GDS and aggregators (by providing access to consumers) and to consumers (by enabling more convenient access to broader attractively priced inventory than would otherwise be available), and this allows us to earn, in most of our transactions, commissions or fees both from the supplier and consumer of the flight products we distribute. We believe that having developed technology and a business designed to manage the complexity and fragmentation of the European flight market provides us with a strong base for expansion to other markets.

Leading player in the online leisure flight sector and a category leader with unrivalled scale and strong brand recognition in Europe

We are a leading player in the online distribution of airline passenger flights, which represents the largest segment within online travel, with 3.5% of the total online travel bookings in Europe in 2020, according to Phocuswright and Company data. We have a global footprint with operations in 45 countries with a particularly strong presence in Europe. As of December 31, 2020, based on Phocuswright, OTAs annual reports and Company data, we were the number one online flight retailer in Europe and the number two online flight retailer in the world.

We have an extensive flight inventory that allows us to offer customers customized itineraries for flights anywhere in the world often with multiple airlines, routes and multi-leg journey options at attractive prices. We offer our customers greater choice, with 3 times more direct flight options per day per route compared to airline platforms. Also, as a result of our extensive itineraries, we are able to offer more convenience and better fares per route. In addition, as of September 30, 2021, we provided customers with the option to book tickets for flights, including from full service-carriers and low-cost carriers, on 662 airlines worldwide. Based on Phocuswright, OTAs annual reports and Company data, we estimate that we are the number one provider of flights in Europe, demonstrated in our ability to generate 2.3 times more European flight revenue (approximately €136 million) than the second largest provider of flights in Europe, eTraveli (approximately €60 million), as of December, 30, 2020.

Our global scale and category leadership reinforces our strong brand recognition and high levels of incoming traffic. We reached approximately 1.9 billion monthly searches on our OTA websites (including users and third-party metasearch) and served more than 17 million customers in the year ended March 31, 2019 (before the COVID-19 pandemic). In Europe, we have a 37% market share among OTAs and 3.5% of air travel as at December 31, 2020. Over the course of the COVID-19 pandemic, our market share for flight products has increased by approximately 6 percentage points, with the number of flight Bookings per month now exceeding the pre-COVID-19 pandemic level. As of October 2021, we reached approximately 62 million average searches per day. We believe that our main brands (eDreams, Opodo, GoVoyages, Travellink, and Liligo) rank consistently among the most searched and highest rated online flight travel brands in Europe and worldwide (based on search engine recognition metrics and traffic generation). Our powerful brand recognition attracts a high volume of “free traffic” to our websites, which delivers stronger margins for us as the customer acquisition costs are lower. In addition, our multi-brand approach provides us with multiple avenues for customer acquisition and greater presence for searches conducted by customers on search engines or metasearch operators.

We believe that our scale and focus on flight mediation services, together with our ability to direct business towards different trading partners, allow us to negotiate favorable economic terms with, and grant us good access to inventory from, our travel suppliers, non-travel suppliers and other distribution channels. Furthermore, based on the volume we deliver to our suppliers, we have been able to significantly increase the number of airline partners on our platform, generating an additional source of revenue through commissions paid depending on targets achieved. Efficiencies of scale and resource utilization enable us to fund larger marketing and technology investments, including Prime, that are beneficial to us as we seek to maintain our global leadership and unrivalled scale within Europe. In this regard, we have optimized our cost base by reducing release times (duration from development to deploying live) by 5% since the beginning of this year compared to last year. Our market leadership, as further strengthened by Prime, gives us a competitive advantage over other OTAs in Europe and allows us to have a superior scale in supply, demand, technology infrastructure and skills and customer service.

Scalable state-of-the-art technology platform and strong proprietary travel intermediation engine

We operate a centralized technology platform with highly efficient processes, focused around the integration of traffic acquisition, inventory sourcing, product customization, dynamic pricing, inventory

management, booking, accounting/reporting, collection and payment. This advanced technology platform allows us to efficiently offer a wide variety of proprietary services and products. Our technology platform also allows us to dynamically price offers, combine competitively priced services and fares across travel providers. This allows us to create unique fare combinations and lower overall all-in prices to customers, which is important to attract more customers. In addition, this technology enables customers to access and book our flight and non-flight product offering through a variety of means, including through one of our 274 websites and mobile applications with effective and easy-to-use interfaces. Furthermore, these interfaces allow us to process a significant number of transactions with a high level of automation, thereby reducing the average cost per transaction.

In recent years, we completed the development of our One Platform, which is our common booking and inventory platform for all our brands across all our markets. This centralized platform allows us to quickly leverage product developments across all markets in which we are active, effectively reducing development lead time and improving time to market. It is also data and AI powered and we are increasingly leveraging machine learning technologies to improve the customer experience and performance. For example, our platform is able to make approximately 452 million online AI predictions per day.

In terms of travel content, our unique breadth of integrations combined with our strong provider relations helps us aggregate, combine, search and book a wide array of travel choices. The platform is also capable of sourcing non-flight content to show alternative modes of transportation.

In terms of future development, we continue to focus on the optimization and enhancement of our One Platform and other technology. We have a large in-house development capability that is allowing us to dynamically and gradually build, test, release and measure new features.

Largely build upon automation, our strong technology platform enables us to offer a wide variety of proprietary services, including through supplier connectivity, Direct Connect technology, and dedicated hosting solutions for other travel suppliers and white label distribution partners. Our technology platform allows us to scale our search capabilities in line with demand and market trends. Between September 15, 2021 and October 15, 2021, more than 1.8 billion customer searches were performed through our websites and we performed up to 351 million supplier searches per day, including through proprietary applications that perform real-time “crawling” of a variety of databases, which enables us to dynamically price flight tickets, combine competitively priced services and combine fares. This allows us to create attractive fare combinations and lower overall all-in prices to customers, which is important to attract more customers. Our technology enables customers to access and book our flight and non-flight mediation services offering through a variety of means, including through our websites and mobile applications with effective and easy-to-use interfaces. We believe that most of our competitors do not have the breadth of flight and non-flight mediation services that we are able to offer as a result of our technology, and that our scale is unmatched within Europe.

We believe that our scalable and innovative technology platform enables us to sustain our plans for future growth and that the physical infrastructure and processes of our platform are capable of being adapted and extended rapidly to address new business opportunities. In particular, our proprietary technology has supported, and we expect will continue to support, our international expansion strategy. Also, the implementation of our new product and technology development program allowed us to release over 7,800 new features in the year ended March 31, 2021.

Strong technology and scale provide a large and attractive data set used for business intelligence and revenue management, and coupled with our strong Artificial Intelligence capabilities this provides us with a distinct competitive advantage

Our technology combined with our high levels of incoming traffic provide us with a large and attractive data set used for business intelligence, revenue management and costs optimization.

Our technology allows us to test the offers available on our websites on an ongoing basis, which tests involve a number of variables such as price, availability and inventory combinations from different suppliers. We estimate that our technology is able to carry out approximately 5,480 tests simultaneously on our websites. In addition, our technology enables us to dynamically set our service fees in a sophisticated and adaptable manner, with an estimated average of 3.5 billion pricing elements reviewed per hour. The all-in price is the key decision factor for travelers when making a travel booking, particularly a flight, and through the continued enhancement of our sophisticated algorithm-driven platforms and data-mining software, which are part of our One Platform, we believe we are able to maintain our pricing

advantage in offering low overall itinerary costs to customers. We operate dynamic pricing for each of our products in order to maximize our Revenue Margin so that we can set optimum service fees and benefit from higher margin generation. We have invested significant technological resources in the past to refine the service fees we can charge to customers in each transaction, by measuring and adjusting our offer to each customer's perceived price elasticity. We have similarly developed strong technology components geared at optimizing our margins for our services distributed through metasearch companies and other online distribution partners. We continue investing in such margin maximization technology to maintain our innovative edge.

Our strong technology platform, volume of data and scale are competitive strengths enabling us to benefit from machine-based learning across all dimensions of our business. Our innovative technology platform is able to leverage big data and to support the scalability of our operations, ultimately creating an attractive product whilst increasing predictability and performance. In particular, our team of machine-based learning data scientists have strengthened our ability to provide a personalized service to our customers by presenting them the most relevant and tailored offers. This has resulted in an increased number of customers making a booking through our websites.

Our technology also provides us with instantaneous detailed data on customer acquisition costs for each single Booking, helping us to optimize the cost of customer acquisition across various channels, including search engines, metasearch and mobile among others. The success of our channel optimization capabilities is reflected in our ability to reduce our Acquisition Costs per Booking Index, which for the six months ended September 30, 2021 decreased by 6 percentage points compared to our Acquisitions Cost per Booking Index for the six months ended September 30, 2019.

Furthermore, we gather a large data set on customer preferences through the use of our CRM system which enables us to gather information about customers who have made enquiries or booked with us before, such as customer segmentation and information regarding the likes and dislikes of our customers. We have approximately 50 million customers to whom we send around 90 million emails, 850,000 SMS and 1 million push notifications monthly. In the year ended March 31, 2021, all of our customers received personalized content, and CRM bookings since April 1, 2021, increased by 39%.

We have proven Artificial Intelligence (AI) capabilities and have developed solutions which make decisions in real time, that learn and develop through reinforcement learning, and that integrate into our products. We deploy AI at scale across most business functions and our readily accessible and increasingly automated big data and machine learning capabilities have facilitated the integration of predictive machine learning business outcomes. Our product development teams have the platforms, technologies and people expertise to simplify and speed up the delivery of value and to deploy and evolve machine learning powered solutions at scale. This enables us to personalize our propositions to our customers in real time, resulting in an increased number of customers making a booking through our websites, as demonstrated by the positive effect our personalized sort order technology has had on the number of click-throughs on the search results page. For example, based on an individual customer's behavior on our websites we are able to propose individual products and/or services that are far more likely to meet the individual customer's needs than traditional groupings of customers into cohorts or segments. We believe coupling this technology with Prime provides a real competitive advantage.

Increasingly diversified revenue streams with track record of profitable growth

We believe that our focus on revenue stream diversification makes us competitive among online travel companies and improves the resilience of our operations. While we continue to focus on Classic Customer Revenues such as service fees (which is the total difference between the price at which we source a product and sell that product to a customer, which difference includes, among other components, any markup to the price at which we source a product and fees that we charge customers in connection with a Booking) as an important source of revenue, we have invested in technology to diversify our sources of revenue for each user and Booking, which are various and include:

- Classic customer revenues earned through flight service fees, Prime subscription fees, cancellation and modification fees, tax refunds and mobile application revenues ("Classic Customer Revenues").
- Classic supplier revenues, which are linked to the volume of Bookings mediated by us and are earned through GDS incentives for Bookings mediated by us through GDSs and incentives from payment service providers ("Classic Supplier Revenues").
- Diversification revenues, earned through our offering of vacation products (including car rentals, hotels and Dynamic Packages), flight related ancillaries, travel insurance, as well as certain commissions, over-commissions and incentives directly received from airlines ("Diversification Revenues").

- Advertising and metasearch revenues earned through ancillary sources, such as advertising on our websites and revenues from our metasearch activities, including (i) cost-per-search arrangements, including fees earned for users browsing on our metasearch websites and "clicking out" to a third party's website through links on our metasearch websites, and (ii) cost-per-action arrangements, including fees earned for users "clicking out" to a third party's website through links on our metasearch websites and booking a product on such third party's website ("Advertising and Metasearch Revenues").

As part of our strategy and the rollout of the Prime subscription program, we have been increasingly focused on revenue diversification initiatives. For the six months ended September 30, 2021, the contribution of Diversification Revenues to our Revenue Margin was 70.4%, compared to 50% for the six months ended September 30, 2019, representing a 10% year-on-year growth. We believe that our revenue diversification strategy continues to have a positive impact on our business, with growth in Diversification Revenue driving our profitability as a result of the higher Revenue Margin contribution of flight related ancillaries and non-flight products. We are therefore less dependent on Classic Supplier Revenues, which we believe is a competitive advantage given that most of our competitors do not have the required know-how or have not invested in the multiplication of revenue sources in recent years.

A resilient business model with highly cash-flow generative operations and prudent capital structure

We have a track record of strong free cash flow generation. Prior to the COVID-19 pandemic we operated with strong profitability relative to most online travel companies and compared to other European-headquartered eCommerce companies, as measured by Adjusted EBITDA Margin, largely due to our scale, our technology infrastructure and successful customer acquisition strategies. Our strong profitability and cash flow generation has been supported by a flexible business model characterized by a high degree of variable costs (84% of total costs for the year ended March 31, 2020). It has been further strengthened by the successful implementation of our management team's recent strategic initiatives and the rollout of our Prime subscription program. Our business model proves to be resilient in periods with disrupted or low levels of trading activity, including during the COVID-19 pandemic, principally because a significant share of our total costs are variable costs which move in line with trading levels, we have a relatively small fixed cost base. Before the COVID-19 pandemic we experienced a Cash EBITDA margin of 23% and 23% in the years ended March 31, 2019 and 2020, respectively. For the year ended March 31, 2021 and the six months ended September 30, 2021, the Adjusted EBITDA Margin is not meaningful as a result of the decline in trading levels during the COVID-19 pandemic.

We are focused on maintaining a prudent capital structure and we strive to operate the business at an optimal level. We have demonstrated successful deleveraging prior to the COVID-19 pandemic, where our business has delivered a 2.3x Net Debt / Cash EBITDA ratio in the year ended March 31, 2019, down from a 3.4x Net Debt / Cash EBITDA ratio in the year ended March 31, 2016.

Strong, experienced management team with proven track record

Our strong and committed management team has significant leadership experience with diverse industry expertise and demonstrated track record, which provides us with deep know-how and a strong basis to transform innovative ideas into technological products to be offered through our platform across markets and a superior visibility of market trends. Since his appointment in 2015, Dana Dunne, our CEO, has reshaped the entire organization, establishing a leaner management team, driven a new product strategy and implemented a number of operational measures that have driven growth and strengthened eDreams ODIGEO's business model and introduced the Prime subscription program, which is an innovative subscription program in the travel industry. These initiatives have significantly improved our product mix focusing on lower-cost channels and customer retention, resulted in a more stable fixed revenue stream, increased the number of repeat Bookings, increased focus on mobile, enhanced end-to-end customer experience, significantly improved our sales approach and established a focus on profitability and capital allocation thereby enhancing our competitive positioning and financial profile.

As a result of these strategic and operational initiatives, we believe we have improved our market share, profitability and cash flow generation. In particular we delivered solid results in the years ended March 31, 2018, 2019 and 2020 reporting growth in Bookings, Revenue Margin and Adjusted EBITDA at or above guidance.

Dana Dunne has vast experience in managing large, complex multinational companies and teams, strong operational and analytical skills, and broad industry experience gained through positions at McKinsey, as

chief executive officer of AOL Europe and as chief commercial officer at EasyJet. David Elízaga, the Chief Financial Officer, brings complementary functional knowledge and significant capital markets experience with over €3.6 billion raised in several debt and equity market transactions including the initial public offering of Codere S.A. The Chief Executive Officer and Chief Financial Officer are supported by a broad base of experienced senior managers and skilled personnel with expertise across multiple disciplines and geographies, particularly our information technology and systems, marketing, pricing, retail, finance and supplier relations professionals and country directors.

Our Strategy

Building on our strengths discussed above, we plan to evolve our business model to a subscription business that is focused on travel along the following pillars to optimize near-term performance and to accelerate our growth trajectory in the medium-term while maintaining focus on profitability, cash flow and a prudent capital structure.

Through our Prime subscription program we seek to create an attractive one-stop platform and develop long term relationships with customers.

We believe that our Prime subscription program will allow us to cultivate a much deeper relationship with our customers. Our vision for Prime is for it to be the most innovative and best travel subscription program, covering all its members' travel needs. We believe that we have developed an innovative business model within travel that provides an attractive proposition for both our customers and us. Prime has evolved significantly over the past few years and since its launch in 2017 we have made significant progress in developing the content of Prime to make it a one-stop shop for our customers for their travel needs. While the original Prime subscription was focused on giving customers savings on flights, this now has been extended to other key parts of the travel journey, such as hotels, and we aim to add others in the short and medium term. Simultaneously, the offer has expanded into more markets such as the U.K. and U.S. from a strong base in markets where we are outright market leaders such as Spain, France and Italy. We intend to continue to expand Prime geographically and product wise, thereby gaining a greater share of our customers' entire travel wallet. The worldwide travel market size has reached €1.3 trillion in 2019, and we believe that Prime is a great way to capture a much larger portion of that market.

We aspire to be the largest travel subscription in the world. As an initial step towards that goal, we aim to have approximately 7.25 million Prime members by March 31, 2025 (subject to the assumptions and cautionary statements described in the section "Business—Outlook and Certain Financial Targets") and therefore expect that Prime will become our main engine of growth. The fact that as of October 2021, 60% of our Prime members are new customers demonstrates our ability to capture new customers through our Prime subscription program. We believe that as we acquire the loyalty of our customers, our customer base will be de-risked, and our Prime subscription program will change our business profile by creating higher long term value of our customers and we expect our Prime subscription model to provide more revenue predictability and sustainability.

We seek to increase consumer adoption and customer loyalty. In the year ended March 31, 2019 (before the COVID-19 pandemic), we served 17 million customers on our platform and we plan to continue to increase our customer reach globally. In addition, we believe that Prime will encourage customers to visit our platform more frequently and for more of their travel needs than was the case under our previous transaction-based model.

Over the coming years, we intend to continue promoting Prime and encouraging transaction customers to convert to Prime and become relationship customers. In the period 2019 to 2021, we had 18.0 million non-Prime flight transaction customers, presenting a significant conversion opportunity as we expect to re-engage with these as travel restrictions get lifted and introduce those customers to our Prime subscription program. With over 515 million people, 225 million households, and 95% addressable market share in the flight market, Europe is the third largest travel market according to Phocuswright. While we currently have 37% of the flight OTA market share in Europe according to Phocuswright and Company data, we will seek to increase our market share by encouraging repeat customers and promoting Prime.

Our Prime subscription program has generally been successful in the markets in which it has been rolled out to date, and we plan to continue to expand our presence and roll out Prime in our Rest of the World markets, particularly in the United States. The United States is the world's largest travel market with over 330 million people and we believe that expanding in the United States will allow us to significantly increase our customer base, Prime membership, revenue and market share outside of our Top 6 markets. From

May to July 2021, our Prime subscription rate in the United States is 4% higher than that of the Top 6 markets. From 2019 to the second quarter of the year ended March 31, 2022, our number of Bookings in the United States has grown 250% and our market share in the United States quadrupled.

We also plan to grow our Prime membership acquisition in other product categories. Currently, we acquire customers that are attracted by the flight proposition in flight channels of acquisition and we then cross-sell other travel products. In the future, we plan to acquire Prime members with a variety of other travel products and services. We expect this new approach will significantly expand our target market.

We believe that Prime creates shareholder value in a variety of ways. In addition to encouraging and increasing customer loyalty, Prime is a tool that drives more customer acquisitions and allows for a better return on our marketing spend. Prime customers tend to have a higher Lifetime Value, which on average is 2.5 times higher than the Lifetime Value of a non-Prime customer. Prime customers are also more engaged, make more return visits and generate more repeat Bookings than non-Prime customers. Customers that have subscriptions with us spend a higher percentage of their travel budget with us as they run more searches and the searches convert better than the searches of transactional customers. To date, a Prime member makes on average 1.4 times more return visits to our websites or applications than a non-Prime customer, have a conversion rate 2.0 times higher than a non-Prime customer, leading to Prime members making 2.7 times more repeat Bookings in the initial year of their Prime membership, and 2.9 times more in the second year of their Prime membership.

Subscription models outside of the travel industry, such as Amazon, Netflix, Spotify and Costco, have proven to be successful. According to the Zuora subscription economy index, the subscription economy has grown nearly six times over the last nine years, with a growth rate that is five to eight times faster than traditional business models. Within the travel industry, we have proven the success of a subscription model through a four year trajectory across different markets. We have demonstrated an accelerating growth even during the COVID-19 pandemic which limited travel opportunities for customers.

Optimizing our traffic source by reassessing the channel mix, focusing on lower-cost channels and customer retention

We intend to continue to optimize our different marketing and distribution channels, including online and offline channels, comprising search engines, metasearch, direct traffic and CRM, as well as white label distribution and XML arrangements and business-to-business for offline players.

In recent years, our expenditures to maintain our brands' value have been steadily increasing due to a variety of factors, including increased competition from OTAs and changes to search algorithms. Search algorithms determine the placement and display of results of a consumer's search and affect our ability to generate traffic to our websites.

We intend to further strengthen our relationship with customers, in particular through strong delivery services by ensuring that customer needs are met online, and when not, rapid offline resolution is provided. We will also continue investing in our technology components geared at optimizing our margins for our services distributed through metasearch companies and other online distribution partners. Furthermore, we seek to enhance the recognition of our brands, websites and applications through increased efforts in online advertising. In addition, we plan to further develop the CRM channel through a new platform. We believe CRM gives us the tools to properly communicate and service our customers and secure future business through increased conversion of our traffic and repeat purchases, while incurring limited additional costs.

By reassessing our traffic channel mix, focusing on lower-cost channels and customer retention, we seek to maintain our current strong levels of traffic and to further optimize our traffic source. We believe our Prime subscription program will enable us to accelerate the optimization of our traffic channel mix as we seek to convert transactional customers and first time Prime customers into repeat Prime customers who tend to access our platform directly through the lower-cost channels such as our websites or mobile applications.

Increasing our focus on mobile bookings

Over the past few years, mobile devices, including smartphones and tablets, have become an increasingly important channel for customers to search for travel information and make travel bookings. This trend was strengthened during the pandemic and we expect this trend to continue. According to the European Travel Market Report 2020-2024 (Phocuswright, March 2021), 29% of bookings were made

via mobile in Europe in 2018 and it is estimated that 44% of bookings will be made via mobile in 2024. We believe that we are a leader in mobile innovation in the online travel industry, demonstrated by the fact that approximately 56% of our total Bookings in the year ended March 31, 2021 were done through our mobile platforms, which is 19 percentage points above the European Industry average, according to the European Travel Market Report 2020-2024 (Phocuswright, March 2021). Mobile has always been a strategic priority and we continue to focus on our mobile platforms. The shift to online and specifically mobile was accelerated by the COVID-19 pandemic and our continue focus on mobile leaves us in a strong position to capture future demand.

We try to deeply understand our customers and strive to align our strategy with their needs. With every new feature we release on our platforms we aim to improve our users' experience throughout all channels, touchpoints and at each stage of their trip and we cater to their needs through our industry leading mobile offering. Amongst many other improvements, we have built out an unrivaled digital service offering for our customers allowing them self-service themselves through on our mobile platforms driving higher customer satisfaction levels. We have also improved the overall booking experience, adding new features throughout the funnel to support our customers to plan and book their trip and we are leveraging our industry leading AI capabilities to continue to personalize the customer journeys on our platforms. We will continue expanding and deepening our product offerings and services along all stages of their trip.

Increasing our engagement and relationship with our customers through enhanced end-to-end customer experience using our cutting edge transportation platform

Our goal is to create a leading cutting edge transportation platform that combines superior content, best in class user experience, and the highest value extraction. We are improving the quality of the content by building a content agnostic platform that will facilitate content from many providers. We believe that, in addition to our competitive all-in prices, effective and simple customer interaction with our sites, as well as strong pre-booking and after-booking customer services are key to increasing our engagement with our customers. For example, in the year ended March 31, 2021 we have improved the content customers can access by entering into a strategic partnership with Travelport which allows us to offer more travel routes to customers, even more competitive prices, and increased flexibility and choice. We also incorporated AI into our cache and removed legacy complexities.

This in turn should increase the attractiveness of our brands, reduce our customer acquisition costs and improve our overall profitability through increases in traffic, improved cross-selling opportunities and repeat purchases.

Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more "do-it-yourself" searches where the consumer compares various travel options on his or her own. As a result, consumers have become more experienced and sensitive to fee differences. To address this change in consumer behavior and to optimize near-term performance, we intend to continue strengthening customer retention by continuing to improve service delivery and enhance customer experience across the end-to-end customer journey. We seek to enhance the customer experience through simplifying the user interface, unifying the experience across sites and enhancing our websites' performance. We seek to ensure customer needs are adequately met online, and when not, that rapid offline resolution is provided.

By retaining and further enhancing end-to-end customer experience and improving retention with a focus on customer service, we seek to increase our customer traffic conversion. We believe that a relatively small increase in customer traffic conversion can have a significant positive effect on net revenue. One way in which we have improved our customer traffic conversion in recent years is through significantly reducing the page load time on several of our websites, leading to reduced bounce rates and thereby improving overall conversion. Based on ITunes App Store and Trust pilot score ratings, our mobile app and websites offer an excellent customer experience and we provide our customers with a market-leading customer service.

Furthermore, we plan to continue our focus on offering value-add mediation services to our customers, with an increased focus on innovative product offerings in the medium-term, to attract additional users. We expect that further enhancements to the flexibility of our product offering, while providing a superior buying experience, will in turn increase brand loyalty and propensity to buy our products again in the future. See also "—Increasing our revenue diversification—Delivery of value-add products and services" below.

Maintaining a lean and nimble business model, increasing our ability to adapt to industry dynamics and enhancing product quality

We intend to maintain a lean and nimble business model, to increase our ability to adapt to industry dynamics and in particular to improve product quality. In the year ended March 31, 2021, we continued to improve the speed at which we can introduce new features/products on our websites.

As part of our cost optimization efforts, we seek to continue to optimize our booking process using our technology that enables us to complete a high percentage of transactions with a low level of human intervention and a high level of automation, thereby reducing the average cost per transaction. The success of our cost optimization efforts is reflected in our ability to reduce our Average Acquisition Costs per Booking Index, which for the three months ended March 31, 2021 decreased by 18 percentage points compared to our Acquisitions Cost per Booking Index for the three months ended March 31, 2019.

We also plan to further optimize our call centers operations as part of our cost optimization strategy. We have lowered our call center cost-per-action significantly in recent years, with a focus on maintaining service quality. In addition to streamlining our call center operations, we intend to continue to focus on reducing the need for customers to call in the first place to further reduce our call services related expenses. We expect to further invest in our call services to improve their productivity and their customer interaction. We continue to focus on enhancing overall end-to-end customer experience by improving the pre-purchase experience and post-purchase service, and by offering innovative features such as the automatic check-in function or a membership plan giving customers access to exclusive deals. This way, we seek to ensure that our customers become repeat customers with the view to decrease our marketing spend per Booking.

As part of our efforts to increase our ability to adapt to industry dynamics, we plan to continue to focus on strengthening our technology platform and operational processes and capabilities, which are important drivers of growth for our business. Our One Platform enables us to create features for all of our brands and most of our markets in a centralized and cost-efficient manner and present those on all websites and devices simultaneously.

We seek to continuously develop new mobile applications and to launch updated and optimized versions of our existing applications. Over the past year we have launched key features to foster and strengthen our mobile applications as the preferred interface of our customers, including an app-only wallet and inbox functionality and enhanced trip management features in the customer self service area. We have also enhanced the touchpoints and experiences to transfer customers from our websites to our mobile applications, allowing for a smooth and integrated cross-device experience.

Increasing our product and revenue diversification

Our goal is to transform towards a customer centric, needs driven individual product offering, by being the one-stop travel provider world leader for our customers and developing subscription-based relationships with our customers. Over the past several years we have moved from a flight only business to one in which now over half of our revenues come from what we call revenue diversification (hotels, car, bags, seats, and many more products). For every 100 flight tickets sold we are now selling 88 additional products and services. We believe there is much more potential to expand share of wallet in travel. We have an attractive relationship with the customer through Prime, a competitive advantage through the vast amount of data we have and the fact that the customer first books a flight before booking other travel products. We couple this with our leading edge technologies and skills to retail in such a way that we expand our share of wallet. Our vision is to take the retail experience through the entirety of the trip.

We intend to continue the transformation of our revenue model and plan to further diversify our revenue streams by offering value-add products and services and by continuing to expand our presence in our Rest of the World markets.

Delivery of value-add products and services

We continue to diversify our revenue streams and capture growth opportunities in areas which have higher margins and are more cash generative, such as flight related ancillaries and non-flight travel (including hotels, rental cars, Dynamic Packages, insurance, advertising sales, metasearch, ground transportation options, seat selection, booking additional luggage, cancellation for any reason and, in the future, potentially additional on-destination services). Non-flight product categories are an attractive area for growth because it has a large growth margin with ample cross-sell opportunities. In the Europe OTA

market in 2019, the aggregate value gross Bookings for non-flight travel products were €35 billion, which is 3 times higher than the value of gross Bookings for flights.

Over time, we have invested in technology to multiply our sources of revenue for each user and booking, which are various and include Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues and Advertising and Metasearch Revenues. To increase our long-term growth rate, we plan to further enhance our revenue stream mix, building on our strong flights core to grow the ancillary offerings (both flight and non-flight) as well as Dynamic Packages and other non-flight offers. We plan to focus on delivering value-add services that increase our customers' basket size while enhancing customer experience. We believe that a relatively small increase in basket size can yield a significant increase in net revenue. By leveraging on our strong brands, we will be able to offer ancillary products to our customers. In addition, we will seek to offer value-add services such as ground transportation options.

We believe that our strategy of leveraging our scale in the flight segment to cross-sell non-flight mediation services will allow us to acquire non-flight travel customers at significantly reduced costs. We intend to continue to increase the revenue we generate from non-flight mediation services and, while we did this in the past mainly through partnering with non-flight category leaders to source non-flight services, we have changed our business model in this respect for our hotel offerings, in relation to which we are able to internally source our hotel portfolio through BudgetPlaces, which we acquired and integrated in our business during 2017. Through the acquisition of BudgetPlaces and continued expansion of our accommodation inventory for Dynamic Packaging through direct contracts with hotel chains and accommodation partners, we can now offer customers access to over 2.1 million hotels, boutique properties, self-catering apartments and privately owned properties worldwide, making us a true "one-stop shop" for our customers.

Dynamic Packages are an important product in our growth strategy because we believe that our superior flight platform gives us a competitive advantage compared to other players with respect to such packaged products given flights are typically the first product customers consider in travel planning, enabling us to cross-sell hotels. As a result, we continue to develop this product in our primary business in which we manage all aspects of the transaction with proprietary technology. For example, on January 27, 2020, we acquired the hotel booking platform Waylo to further strengthen our accommodation product portfolio and which also provided us with an innovative data science-based capability which we are currently further developing to predict prices for our hotel content, thereby enabling us to offer lower prices for our customers (and with that increased conversion and repeat Bookings). In combination with the salesforce who joined us when we acquired BudgetPlaces, we believe Dynamic Packages will provide us with growth opportunities in the future.

In combination with the additional salesforce, the new innovative technology as well as the portfolio of hotel arrangements, which we obtained through the acquisition and integration of BudgetPlaces in our business in 2017, we believe that our Dynamic Packages provided us with more growth opportunities in the future.

To further enhance our growth trajectory in the medium term, we continue to focus on expanding and further diversifying our supplier relationships in order to strengthen and expand our wide range of products and services. As part of this strategy, we maintain and strengthen diversified and long-term strategic relationships with travel suppliers, GDS partners and other travel intermediaries. In this respect, the launch of our "Odigeo Connect" technology platform and integration thereof in BudgetPlaces presents an opportunity for us to further strengthen our partnerships, by being able to share a large volume of aggregated customer data and trends with property managers enabling them to adjust and customize their offer to meet customer demand.

From time to time, we may also consider acquiring businesses, including but not limited to businesses with attractive software and/or business processes, to accelerate our revenue diversification strategy.

Expanding our business in the Rest of the World markets

We are focused on making our flight and non-flight mediation services more broadly accessible and have been further expanding our business in the Rest of the World markets to diversify our revenue streams and reduce the risk of single market shocks, and to reduce the level of overall competitive pressure.

Although our revenue is currently principally generated in Europe, we have been broadening our business and product offerings outside of Europe in a number of large countries, such as Australia, Brazil, Mexico, the United States and Canada as well as other countries in South America, Africa and Asia. Our

operations in our Rest of the World (RoW) segment (which we define as our markets other than France, Spain, Italy, Germany, the Nordics and the UK) are already an important part of our business and contribute positively to our Revenue Margin. Revenue Margin from our RoW segment grew by 7% in the year ended March 31, 2020, compared to the year ended March 31, 2019. In the years ended March 31, 2020 and 2019, our Rest of the World segment represented 23% and 22% of our Revenue Margin, respectively.

We believe that our developed technology and a business designed to manage the changing dynamics of the online travel industry and consumer preferences, provides us with a strong base for expansion to other markets. Prior to entry, we carefully analyzed new market opportunities by considering factors such as market size, penetration of online access, competitive landscape, economic growth potential, and the legal and regulatory framework, among others. When we enter a new market, we seek to be profitable (measured as Revenue Margin earned less variable costs) in that market within twelve months of operations.

Building a passionate and empowered organization that will drive long-term success through strengthening culture and talent

We have a strong management team with diverse industry expertise, which are supported by a broad base of experienced senior managers and skilled personnel. With 77% of our employees being millennials or younger, our team is young and dynamic. We intend to continue to focus on building a passionate and empowered organization that will drive long-term success. We plan to do so through further strengthening our culture and talent, by continuing our focus on creating a strong innovative corporate culture with a common set of values that fuel employees' dedication, passion for innovation and motivation to achieve results. We seek to hire the best talent and our employees come from over 47 different nationalities. We have a strong performance-driven culture, which enabled us to drive growth over the past year. We also focus on motivation within our organization through aligning incentives of employees with the long-term success of our business. Substantially all of our employees have performance-based bonuses and targets. In addition, we will concentrate on retaining and attracting qualified and talented employees, as well as updating their skills as the technological demand of the industry changes in order to continue to offer new and innovative flight and non-flight mediation services, to scale the Prime subscription program and to support the success of our operations.

Maintain focus on profitability, cash flow and a prudent capital structure

Although the travel conditions during the COVID-19 pandemic have put pressure on our business, in normal circumstances it is highly cash flow generative and we aim to continue improving our cash flow generation and optimize our capital structure going forward as the travel industry recovers. To achieve this goal we aim to place significant management emphasis on profitability and efficient capital spending. We believe that our current technology structure and sales network generate substantial free cash flow and that they provide us with a platform to roll out new products and translate into profitability and cash flow generation. We will continue to carefully assess the potential for earnings, cash flow stability and growth when we evaluate the performance of our business and new investment opportunities and we will continue to seek to reduce costs through cost savings initiatives and a proactive channel strategy. We expect to continue this trend of cost control to improve our cash flow generation and have set a Net Leverage Ratio target of less than 2.0x for the fiscal year 2024 and a long-term Net Leverage Ratio target of between 1.0x—2.0x (in each case, assuming the COVID-19 pandemic resolves as anticipated, no significant deterioration in the macro-economic environment and no strategic transactions, and subject to the assumptions and cautionary statements described in the section "Business—Outlook and Certain Financial Targets").

We plan to continue to invest in our Prime platform to seize further growth opportunities and to accelerate the transition to becoming a predominantly subscription-based platform. These investments may slow down our EBITDA growth in the short run but are expected to support sustainable growth in the long run.

Outlook and Certain Financial Targets

We have set the following key targets for the year ending March 31, 2025:

- More than 7.25 million Prime members;
- Cash Revenue Margin of more than €820.0 million;
- Cash Marginal Profit of more than €280.0 million;

- Cash EBITDA of more than €180.0 million;
- Capital Expenditures of approximately €50 million; and
- Net Leverage Ratio of less than 2.0x by the end of financial year 2024.

Prime members base

We aim to become a predominantly subscription-based platform and plan to further enhance our customer engagement to foster the transition to Prime and grow our Prime members base. We target reaching approximately 7.25 million Prime members by the end of fiscal year 2025 (approximately 3.3 times our members base of approximately 2.2 million as of December 31, 2021) through the following principal growth levers:

- *Converting current transactional customers to Prime.* In the year ended March 31, 2019, we served 17 million transactional customers on our platform and we strive to introduce those customers to our Prime subscription offering.
- *Increasing our existing market share in Europe, particularly in our Top 6 markets*. With approximately 225 million households in Europe in 2020 (according to data from Eurostat, the UK Office for National Statistics and Phocuswright) and an addressable market share of approximately 95% for flight products, Europe is the third largest travel market in the world in which we plan to continue to increase our market share.
- *Growing our Prime members base in our Rest of the World markets*. We believe there is a strong opportunity to further develop our presence in our existing Rest of the World markets and enter new markets in which we do not yet have a strong brand. Our scalable and geography-agnostic platform facilitates the launch and development of our platform and brand in new geographies, as demonstrated by the successful launch of the eDreams platform in the United States where between fiscal year 2019 and September 30, 2021, we experienced an increase in the number of Bookings of 250% and quadrupled our market share.
- *Attracting new Prime members in non-flight product categories*. Non-flight product categories present an attractive opportunity given the size of this market (Gross Bookings of non-flight bookings across OTAs in Europe amounted to approximately €35 billion in 2019, compared to approximately €12 billion for flight products) and we believe we have a demonstrated track record of successfully cross-selling non-flight products and expect to achieve a indexed growth in our non-flight Bookings compared to the growth in our flight Bookings of approximately 136% between fiscal year 2019 and the end of fiscal year 2022.

Our ability to capture new customers through Prime is demonstrated by the fact that on average approximately 60% of our Prime members are new customers (on the basis of approximately 1.96 million members as of November 11, 2021) and we expect that by the end of fiscal year 2025 approximately 66% of our total flight Bookings will be made through Prime compared to 39% for FY22 Q2 annualized and 7% for the twelve months ended January 31, 2020.

In order to seize further growth opportunities in Prime and increase our Prime members base, we plan to continue to invest in our Prime platform to support the launch of our Prime platform in new geographies and the development of further platform functionality enhancements. To that end, we intend to make additional investments in our IT and hire an additional 550 employees (which, together with our current employees, comprise the largest component of our Fixed Costs) focused on product development by the end of fiscal year 2025. We plan to invest in additional Capital Expenditures for the continued improvement of our Prime platform, specifically with respect to connectivity, payment functionality and further geographic expansion. We expect our aggregate additional investment, including extra investments in Capital Expenditures and Fixed Costs, to amount to approximately €50 million and €100 million, respectively, in the fiscal year 2025 (compared to €24 million and €58 million, respectively, for FY22 Q2 annualized). We expect such additional investment to help generate over €70 million in additional Cash Marginal Profit and over 1.8 million additional Prime members in fiscal year 2025.

Cash Revenue Margin and Cash Marginal Profit

Our Cash Revenue Margin will be principally driven by the expected growth in the number of Prime members and the number of Bookings. For the year ending March 31, 2025 we expect that our Cash Revenue Margin will be greater than €820.0 million, compared to a FY22 Q2 annualized Cash Revenue

Margin of €454.0 million, implying a compound annual growth rate ("CAGR") of approximately 18% from the second half of fiscal year 2022 to the end of fiscal year 2025. By reinvesting part of the additional Revenue Margin from repeat Bookings into additional discounts for Prime members, we expect an increase in the volume of Prime Bookings and our Cash Revenue Margin, as we believe Prime members will be incentivized to give us a larger share of their travel wallet because we can offer them products and services at more competitive prices. On this basis, we target a Prime ARPU of around €80.0 to remain flat over the period through the end of fiscal year 2025.

Over time, as more customers convert to Prime and we enhance our Prime platform's functionality and increase our product offerings, we expect our Cash Revenue Margin to become predominantly subscription-based as a result of the expected resilient revenue generation built on our Prime subscription model. By the end of fiscal year 2025 we believe that approximately 64% of our Cash Revenue Margin will come from Prime Bookings, compared to 41% for FY22 Q2 annualized.

We expect Prime growth to drive an increase in our Cash Marginal Profit to above €280.0 million in the year ending March 31, 2025, compared to a FY22 Q2 annualized Cash Marginal Profit of €123.0 million, implying a CAGR of approximately 26% from the second half of fiscal year 2022 to the end of fiscal year 2025. Cash Marginal Profit Margin is expected to increase from an aggregate margin of 27% for FY22 Q2 annualized (with Prime Bookings accounting for a margin of 36% and non-Prime Bookings accounting for a margin of 21%) to an aggregate margin of approximately 34% (with Prime Bookings accounting for a margin of approximately 45% and non-Prime Bookings accounting for a margin of approximately 15%) as we expect the share of higher margin Prime Bookings compared to the lower margin non-Prime Bookings to increase over time. We believe this increase will principally be driven by the growth of our Prime members base as customer acquisition costs as a percentage of our revenues will decrease driven by repeat Prime Bookings, which we expect to result in a further expansion of our Cash Marginal Profit Margin and increase of our Cash Marginal Profit over time. We expect Prime members to account for approximately 84% of Cash Marginal Profit at the end of fiscal year 2025, compared to approximately 55% for FY22 Q2 annualized and 6% for the twelve months ended January 31, 2020.

Assuming Prime members renew their subscriptions, we believe the Prime model will drive an increasing Lifetime Value for Prime members over time as our Cash Marginal Profit Margin increases as a result of a decrease in Variable Costs (approximately half of which comprise acquisition costs) of approximately 30% after the first year of Prime membership. The Prime membership fees, the higher rate of repeat Prime Bookings and the decrease in Variable Costs over time generally result in a higher Lifetime Value for Prime members compared to non-Prime customers. Therefore, we believe that our initial Prime customer acquisition expenditures are highly accretive expenditures supporting the acceleration of Prime and expected to generate a significant return on investment over the long-run. For example, the ratio of our Lifetime Value for Prime members compared to the customer acquisitions costs for Prime members ranges between 2.0x and 3.0x for the period ended September 30, 2021.

Cash EBITDA and Cash EBITDA Margin

We believe that our Prime business model translates into greater profitability, principally driven by the expected growth in our Prime member base, a stable revenue from Prime members, increased customer engagement, higher repeat Prime Booking rates, and the scalability of our IT platform. We anticipate our Cash EBITDA to increase to greater than €180.0 million in the year ending March 31, 2025 (of which we expect approximately 84% to be generated by our Prime business), compared to Annualized Cash EBITDA of €65.0 million (of which 55% is generated by our Prime business), implying a CAGR of approximately 34% from the second half of fiscal year 2022 to the end of fiscal year 2025. Similarly, we expect our aggregate Cash EBITDA Margin to increase from 14% for FY22 Q2 annualized (with Prime generating a Cash EBITDA Margin of 19% and our non-Prime business generating a Cash EBITDA Margin of 10%) to approximately 22% (with Prime expected to generate a Cash EBITDA Margin of approximately 29% and the Cash EBITDA Margin of our non-Prime business remaining flat at approximately 10%).

Leverage

Although the travel conditions during the COVID-19 pandemic have put pressure on our business, in normal circumstances it generates strong cash flows and we aim to continue improving our cash flow generation going forward as the travel industry recovers. We believe this will enable us to continue investing in Prime while maintaining a strong de-leveraging profile. On that basis, we have set a Net Leverage Ratio target of less than 2.0x for the fiscal year 2024 and a long-term Net Leverage Ratio target

of between 1.0x—2.0x (in each case, assuming the COVID-19 pandemic resolves as anticipated, no significant deterioration in the macro-economic environment and no strategic transactions). Our Net Leverage Ratio for 2Q FY22 annualized (calculated as our Net Financial Debt as of September 30, 2021 divided by Annualized Cash EBITDA) is 7.2x.

Our ability to achieve the financial targets and objectives set out above is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, and our financial targets and objectives have been developed based upon assumptions with respect to future business decisions and conditions that are subject to change. As a result, our actual results may vary from the financial targets and objectives set out above, and those variations may be material. We do not undertake to publish revised financial targets and objectives to reflect events or circumstances existing or arising after the date of the Offering Memorandum or to reflect the occurrence of unanticipated events or circumstances. See "Business—Outlook and Certain Financial Targets—Cautionary Statement Relating to the Outlook and Certain Financial Targets", "Business—Outlook and Certain Financial Targets—Key Assumptions Underlying the Outlook and Certain Financial Targets" and "Risk Factors—Risks Related to our Business—Our actual performance may differ materially from the targets included in this Offering Memorandum" for further information.

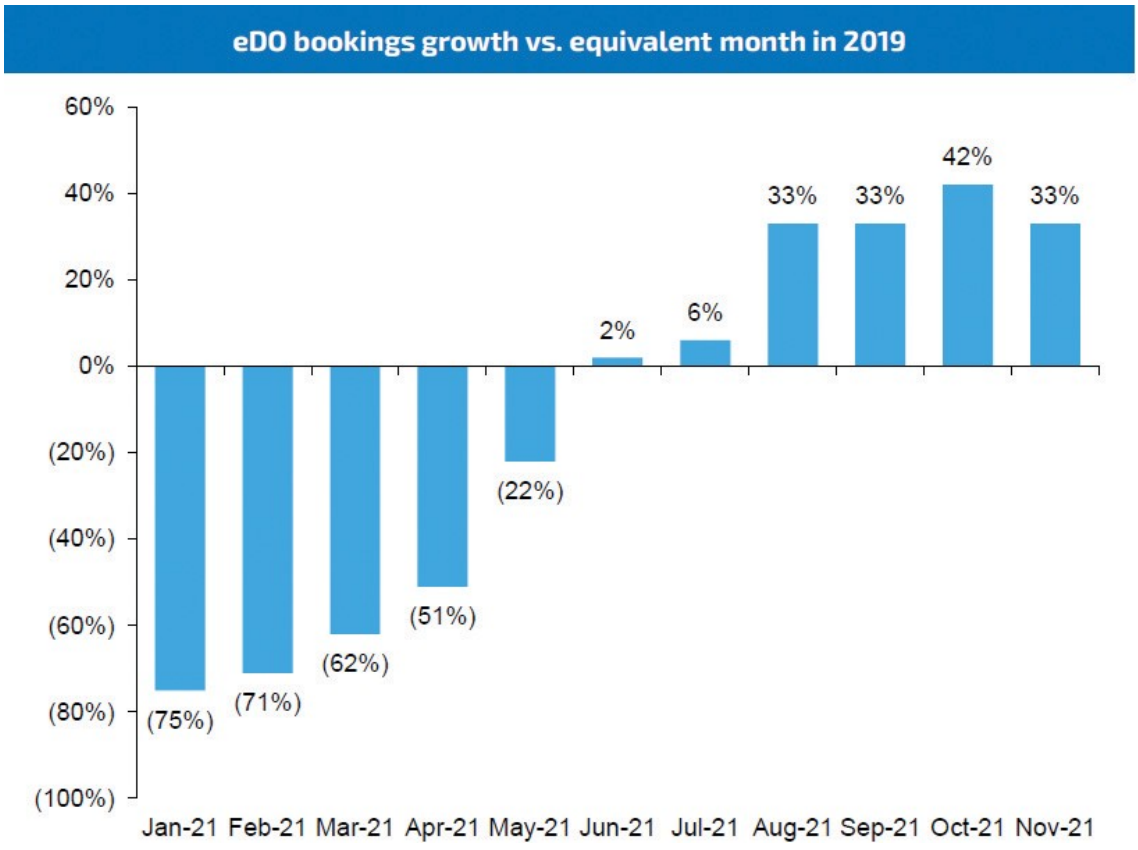
The foregoing are forward-looking statements. See "*Forward-Looking Statements.*"

Current Trading

As at December 31, 2021, we reached approximately 2.2 million Prime members (compared to 0.76 million Prime members as at December 31, 2020), of which approximately 955 thousand new members were added since July 2021 and approximately 441 thousand new members were added since October 2021.

Trading continued to improve in recent months with the number of Bookings amounting to 1.2 million, 1.3 million and 1.1 million in September 2021, October 2021 and November 2021, respectively, representing an increase of approximately 33%, 42% and 33% compared to the number of Bookings in September 2019, October 2019 and November 2019, respectively. Notwithstanding the introduction of new travel restrictions in December 2021 as a result of the emergence of the COVID-19 Omicron variant, the number of Bookings in December 2021 was in line with the number of Bookings in December 2019 before the COVID-19 pandemic.

The following chart demonstrates how the number of Bookings for the months of January to November 2021 compares to the number of Bookings in the corresponding month in 2019.



Source: Company Data

Recent Developments

On January 12, 2022, we announced a capital increase pursuant to which we sold 8,823,529 newly-issued ordinary shares (with a nominal value of 0.10 euros each) at a price of €8.50 per ordinary share resulting in aggregate gross proceeds to us in an amount of approximately €75.0 million (the "Capital Increase"). The newly-issued ordinary shares represent approximately 7.43% of our share capital prior to the Capital Increase and approximately 6.91% of the share capital following the Capital Increase.

The offering of the Notes is part of a broader refinancing transaction which also includes a further amendment of the Company's existing super senior revolving facilities agreement, originally dated October 4, 2016 (as amended and restated on September 18, 2018), between the Company and certain of its subsidiaries, as borrowers, the Company and certain of its subsidiaries, as guarantors and Société Générale, Sucursal En España as agent and security agent, which is expected to be effective on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), and comprise a €180.0 million super senior revolving credit facility and a super senior bank guarantee facility (such guarantee facility initially with zero commitments with the ability to increase the commitments through use of the accordion feature).

THE REFINANCING

On the Issue Date, we issued Notes in an aggregate principal amount of €375.0 million.

We intend to redeem or satisfy and discharge the 2023 Notes, in accordance with the terms and conditions set forth in the 2023 Notes Indenture.

We will use the proceeds from the offering of the Notes, together with the proceeds of the Capital Increase (as defined herein), to fund the redemption of the outstanding 2023 Notes, to pay any commissions, fees and expenses (including early redemption premia) in connection with the Refinancing Transaction, and for general corporate purposes. See "Use of Proceeds" and "Capitalization."

Sources and Uses

The estimated sources and uses of the funds in connection with the Refinancing Transaction are shown in the table below, assuming that the Refinancing Transaction was completed as of September 30, 2021. Actual amounts are subject to adjustments and may vary from estimated amounts depending on several factors, including accrued and unpaid interests, estimated costs, fees and expenses (including redemption premium).

Sources	**(€ millions)**	**Uses**	**(€ millions)**
Notes offered hereby[1]	375.0	Refinancing of 2023 Notes[3]	425.0
Proceeds from Capital Increase[2]	75.0	Estimated transaction costs[4]	12.3
		Cash on balance sheet (for general corporate purposes and the acceleration of Prime)	12.7
Total	**450.0**	**Total**	**450.0**

(1) Represents the aggregate principal amount of Notes offered hereby.

(2) We intend to use the proceeds from the Capital Increase to fund a portion of the cost of the redemption of the 2023 Notes and to pay redemption premia on the 2023 Notes and transaction costs in connection with the Refinancing Transaction. The balance of such proceeds will be used for general corporate purposes and the acceleration of Prime.

(3) Represents the nominal value of €425.0 million aggregate principal amount of outstanding 2023 Notes, excluding amortized debt issuance costs.

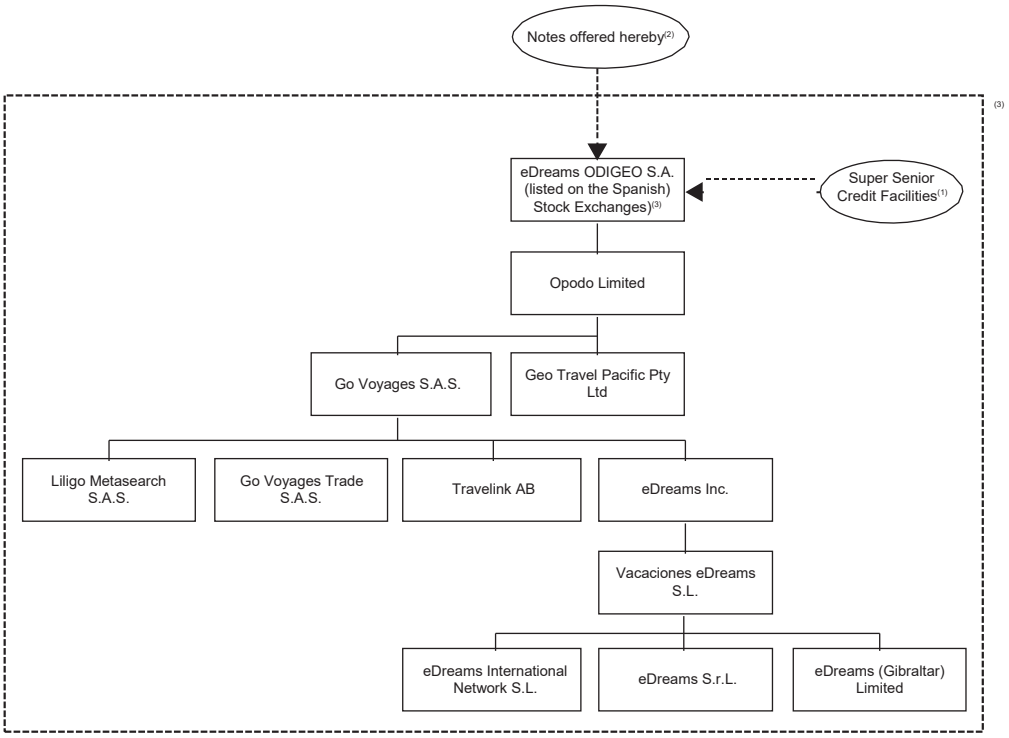
(4) Reflects transaction costs in connection with the Refinancing Transaction, including (i) early redemption premia amounting to approximately €5.8 million associated with the 2023 Notes on the currently anticipated redemption date and (ii) other transaction costs amounting to approximately €6.5 million in the aggregate. The actual amount of transaction costs may differ from the estimated amount depending on several factors, including differences between our estimates of fees and expenses and the actual fees and expenses as of the Issue Date.

The Issuer

eDreams ODIGEO S.A. is a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain, incorporated on February 23, 2011 and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332. Its shares are publicly listed on the Spanish Stock Exchanges.

Summary Corporate and Financing Structure

The following diagram represents the entities of the Group borrowing or guaranteeing indebtedness under the Notes or the Super Senior Credit Facilities and gives an overview of the principal indebtedness of the Group after giving effect to the Refinancing Transaction. See "Use of Proceeds" and "Description of the Notes."



(1) The Super Senior Credit Facilities represent a €180.0 million super senior revolving credit facility and a super senior bank guarantee facility, made available to the Issuer and certain of its subsidiaries. The Super Senior Credit Facilities will replace the existing super senior credit facilities under the super senior revolving credit and guarantee facilities agreement originally dated October 4, 2016, as amended and restated pursuant to the amendment agreement dated September 18, 2018, which amended facilities agreement was further amended and restated on the Issue Date (subject to the satisfaction of certain conditions, including the completion of the offering of the Notes), between, amongst others, the Issuer and certain of its subsidiaries, as borrowers, the Issuer and certain of its subsidiaries, as guarantors and Société Générale as agent and security agent. See "Description of Other Indebtedness—Super Senior Facilities Agreement" and "Annex A: Super Senior Credit Facilities." The intercreditor relationships between the lenders under the Super Senior Credit Facilities and the Trustee on behalf of the holders of the Notes are governed by the Intercreditor Agreement. The Issuer, along with Opodo, Go Voyages S.A.S., Liligo, GoVoyages Trade S.A.S., eDreams Srl, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams (Gibraltar) Limited and eDreams, Inc., jointly and severally guarantee the obligations of the original borrowers under the Super Senior Credit Facilities. See "Description of Other Indebtedness—Intercreditor Agreement" and "Annex B: Intercreditor Agreement."

(2) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over (x) the issued share capital of Opodo by the Issuer or over the issued share capital of the direct Subsidiary (as defined herein) of the Issuer (other than Opodo), as applicable, and (y) any Loan Receivables (as defined herein) by the Issuer. In addition, the Notes are guaranteed jointly and severally by Opodo, Go Voyages S.A.S., Liligo, GoVoyages Trade S.A.S., eDreams Srl, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams (Gibraltar) Limited and eDreams, Inc. pursuant to the Indenture (see "Description of the Notes—Brief Description of the Notes and the Notes Guarantees—The Note

Guarantees" and "Risk Factors—Risks Related to the Notes and the Note Guarantees—The granting of the Guarantees may be restricted by local law"). As of September 30, 2021, the Issuer and the Guarantors, taken as a whole, represented approximately 96% of eDreams ODIGEO Group's consolidated assets and for the twelve months ended September 30, 2021 represented approximately 90% of eDreams ODIGEO Group's consolidated EBITDA. Accordingly, as of September 30, 2021, the non-Guarantor Subsidiaries of the Issuer represented approximately 4% of eDreams ODIGEO Group's consolidated assets and for the twelve months ended September 30, 2021 had a negative EBITDA contribution in the amount of approximately €2.9 million.

(3) As of the Issue Date, all of the Issuer's subsidiaries are Restricted Subsidiaries (as defined in "Description of the Notes—Certain Definitions").

THE OFFERING

The summary below describes the principal terms of the Notes. See "Description of the Notes" in this Offering Memorandum for a more detailed description of the terms and conditions of the Notes.

Issuer	eDreams ODIGEO S.A.
Notes Offered	€375.0 million aggregate principal amount of 5.50% Senior Secured Notes due 2027 (the "Notes").
Maturity	The Notes will mature on July 15, 2027.
Interest Rates and Payment Dates	We will pay interest on the Notes semi-annually in arrears on January 15 and July 15 of each year, commencing on July 15, 2022, at a rate of 5.50% per annum. Interest will accrue from the Issue Date.
Denominations	The Notes were issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof.
Security	The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over (x) the issued share capital of Opodo by the Issuer or over the issued share capital of the direct Subsidiary of the Issuer (other than Opodo), as applicable and (y) any Loan Receivables of the Issuer.
Guarantees	The Notes were guaranteed jointly and severally by the Guarantors. A Guarantee may be released in the event of certain sales or disposals of the relevant Guarantor, in the event of certain enforcement actions under the Intercreditor Agreement and under certain other circumstances. See "Description of the Notes—Release of Note Guarantees."
Guarantors	Opodo Limited (United Kingdom) Go Voyages, S.A.S. (France) Liligo Metasearch Technologies, S.A.S. (France) GoVoyages Trade, S.A.S. (France) eDreams, S.R.L. (Italy) Vacaciones eDreams, S.L. (Spain) eDreams International Network, S.L. (Spain) Travellink, A.B. (Sweden) Geo Travel Pacific, Pty. Ltd. (Australia) eDreams, Inc. (Delaware, United States) eDreams (Gibraltar) Limited (Gibraltar) The Guarantors consist of the operating and intermediate holding companies listed above. As of September 30, 2021, the Issuer and the Guarantors, taken as a whole, represented approximately 96% of eDreams ODIGEO Group's consolidated assets and for the twelve months ended September 30, 2021 represented approximately 90% of eDreams ODIGEO Group's consolidated EBITDA and the non-Guarantor Subsidiaries of the Issuer represented approximately 4% of eDreams ODIGEO Group's consolidated assets and for the twelve months ended September 30, 2021 had a negative EBITDA contribution in the amount of €2.9 million. The Guarantees are subject to limitations relevant to the jurisdiction of organization of each Guarantor. See "Risk Factors—

Risks Related to the Notes and the Note Guarantees—The granting of the Guarantees may be restricted by local law."

Ranking of the Notes and Guarantees . . . . . .

The Notes:

- senior secured obligations of the Issuer;
- are secured as set forth under "Description of The Notes—Security," but holders of Notes will receive proceeds from the enforcement of the security over the Collateral only after all obligations under the Super Senior Credit Facilities and certain hedging obligations, if any, have been paid in full;
- rank senior in right of payment to any and all future obligations of the Issuer subordinated to the Notes;
- rank *pari passu* in right of payment with all existing and future unsecured indebtedness of the Issuer that is not subordinated to the Notes;
- rank *pari passu* in right of payment with the Super Senior Credit Facilities;
- are structurally subordinated to all indebtedness, other obligations and claims of holders of preferred stock of the Issuer's subsidiaries that are not Guarantors; and
- are effectively subordinated to all of the Issuer's existing and future obligations that are secured by property or assets of the Issuer to the extent of the value of the property or assets securing such obligations, unless such property or assets also secure the Notes on an equal and ratable or priority basis.

Each Guarantee:

- is a senior unsecured obligation of such Guarantor;
- ranks *pari passu* in right of payment with all existing and future Indebtedness of such Guarantor that is not subordinated to such Guarantor's Guarantee (including such Guarantor's obligations under the Super Senior Credit Facilities);
- ranks senior in right of payment to any future Indebtedness of such Guarantor that is subordinated in right of payment to such Guarantor's Guarantee;
- is effectively subordinated to such Guarantor's existing and future obligations that are secured by property or assets of such Guarantor to the extent of the value of the property or assets securing such obligations unless such property or assets also secure such Guarantor's Guarantee on an equal and ratable or priority basis; and
- is structurally subordinated to all existing and future obligations of any of such Guarantor's subsidiaries that do not guarantee the Notes.

See "Description of Other Indebtedness—Intercreditor Agreement" for a description of certain terms affecting the Notes and the Guarantees, including provisions relating to the release of

Guarantees and turnover of proceeds following an enforcement event under the Intercreditor Agreement.

As of September 30, 2021, on a pro forma basis after giving effect to the Refinancing, the Company's subsidiaries that do not guarantee the Notes would have had no Indebtedness outstanding.

The Issuer is a holding company dependent upon the cash flow of its operating company subsidiaries in order to satisfy its obligations under the Notes.

Intercreditor Agreement . . . . . The Notes are governed by the Intercreditor Agreement, dated on the Issue Date, entered into with, among others, the facility agent under the Super Senior Credit Facilities, the Trustee, the Issuer, various subsidiaries of the Issuer and the Security Agent. Pursuant to the terms of the Intercreditor Agreement, the liabilities in respect of the Super Senior Credit Facilities and certain hedging obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) will receive priority to obligations under the Notes and the Notes Guarantees with respect to any proceeds received from an enforcement of the Collateral.

Optional Redemption . . . . . The Issuer may redeem all or part of the Notes at any time on or After January 15, 2024, at the redemption prices described in "Description of the Notes—Optional Redemption."

At any time prior to January 15, 2024, the Issuer may also redeem all or part of the Notes at a redemption price equal to 100% of the principal amount of the Notes redeemed plus a "make whole" premium, plus accrued and unpaid interest and additional amounts, if any, to but excluding the date of redemption.

At any time prior to January 15, 2024, the Issuer may redeem up to 40% of the aggregate principal amount of the Notes with the net cash proceeds from certain equity offerings at a redemption price equal to 105.500% of their principal amount, plus accrued and unpaid interest and additional amounts, if any, to but excluding the redemption date, provided that at least 60% of the aggregate principal amount of Notes issued under the Indenture remain outstanding after the redemption.

In addition, at any time prior to January 15, 2024, the Issuer may redeem during each twelve month period beginning with the Issue Date up to 10% of the original aggregate principal amount of the Notes at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the redemption date.

Optional Tax Redemption . . . . If as a result of certain changes in law the Issuer or any Guarantor is or would be required to pay Additional Amounts (as defined in "Description of the Notes"), or would not be entitled to claim a deduction in computing tax liabilities in Spain in respect of any interest to be paid on the next interest payment date, the Issuer may redeem the Notes in whole, but not in part, at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to the date of redemption. See "Description of the Notes—Optional Tax Redemption."

Additional Amounts . . . . . All payments in respect of the Notes or the Guarantees will be made without withholding or deduction for any taxes or other governmental charges, except to the extent required by law. If withholding tax is required by law in any jurisdiction in which the

Issuer or any Guarantor is or was incorporated, organized or resident for tax purposes, or from or through which payment is made by or on behalf of the Issuer or any Guarantor, subject to certain exceptions, the Issuer or Guarantor, as applicable, will pay Additional Amounts so that the net amount each holder of the Notes receives will equal the amount that the holder would have received in the absence of such withholding or deduction. See "Description of the Notes—Additional Amounts."

Change of Control . . . . . If the Issuer experiences specific kinds of changes in control, the Issuer may be required to offer to repurchase the Notes at a redemption price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest and additional amounts, if any. A change of control, however, will not be deemed to have occurred if a specified consolidated Gross Leverage Ratio is not exceeded in connection with such event. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."

Certain Covenants . . . . . The Indenture governing the Notes limits, among other things, the Issuer's and Guarantors' ability to:

- make certain payments, including dividends or other distributions;
- incur or guarantee additional debt and issue preferred stock;
- create or incur certain liens;
- enter into arrangements that restrict payments of dividends to the Issuer or any Restricted Subsidiary (as defined in "Description of the Notes—Certain Definitions");
- sell assets, consolidate or merge with or into other companies;
- engage in certain transactions with affiliates;
- sell or transfer all or substantially all of our assets or those of our subsidiaries on a consolidated basis;
- create unrestricted subsidiaries;
- take any action that would have the result of materially impairing the security interests securing the Notes or any Guarantee of the Notes; and
- in the case of the Issuer, engage in certain business or activities.

These covenants contain important exceptions, limitations and qualifications. See "Description of the Notes—Certain Covenants."

Transfer Restrictions . . . . . The Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction and will not be so registered. The Notes are subject to restrictions on transferability and resale. See "Transfer Restrictions." Holders of the Notes will not have the benefit of any exchange or registration rights.

Listing . . . . . We have applied for the Notes to be admitted to the Official List of the LxSE for trading on the Euro MTF.

No Prior Market . . . . . Although application has been made to admit the Notes to the Official List of the LxSE for trading on the Euro MTF in accordance

	with its rules, the Notes are new securities for which there will be no established market. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are not obligated to do so and they may discontinue market-making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained.
Use of Proceeds	We will use the proceeds from the offering of the Notes, together with the proceeds of the Capital Increase (as defined herein), to fund the redemption of the 2023 Notes that remain outstanding, to pay any commissions, fees and expenses (including early redemption premia) in connection with the Refinancing Transaction, and for general corporate purposes. See "Use of Proceeds" and "Capitalization."
Trustee	Deutsche Trustee Company Limited
Security Agent	Société Générale
Paying Agent and Transfer Agent	Deutsche Bank AG, London Branch
Registrar and Luxembourg Listing Agent	Deutsche Bank Luxembourg S.A.
Governing Law of the Indenture, the Notes and the Guarantees	New York
Governing Law of the Intercreditor Agreement	English
Governing Law for Security Documents relating to the Collateral	English

SUMMARY CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

Our selected consolidated financial information as of and for each of the years ended March 31, 2019, 2020 and 2021 and as of and for the six months ended September 30, 2020 and 2021 have been derived from our audited consolidated financial statements as of and for the years ended March 31, 2019, 2020 and 2021, and our unaudited condensed consolidated financial statements as of and for the six months ended September 30, 2021, respectively.

Our selected consolidated financial information has been prepared in accordance with IFRS and, for the interim unaudited consolidated financial information only, IAS 34. You should read this summary consolidated financial information in conjunction with sections titled "Presentation of Financial and Other Data," "Selected Consolidated Financial Information and Other Data," "Management's Discussion and Analysis," our Consolidated Financial Statements and our H1 2022 Condensed Interim Financial Statements, including the notes thereto.

Consolidated Income Statement

	For the years ended March 31,			For the six months ended September 30	
	2019	2020	2021	2020	2021
		(audited) (in € million)		(unaudited) (in € million)	
Revenue	551.3	561.8	107.2	50.6	172.5
Cost of Sales	(18.3)	(33.1)	3.9	0.4	(4.2)
Revenue Margin	**533.0**	**528.7**	**111.1**	**51.0**	**168.4**
Personnel expenses	(64.0)	(56.0)	(47.8)	(22.2)	(26.4)
Depreciation and amortization	(26.1)	(34.5)	(35.4)	(18.3)	(17.1)
Impairment loss	—	(74.9)	(30.6)	—	—
Gain/(loss) arising from assets disposals	—	(0.5)	—	—	—
Impairment loss on bad debts	1.9	(2.4)	1.4	0.1	(0.3)
Other operating expenses	(354.4)	(369.5)	(109.7)	(48.1)	(145.1)
Operating profit/(loss)	**90.4**	**(9.2)**	**(110.9)**	**(37.6)**	**(20.5)**
Interest expense on debt	(45.8)	(25.3)	(27.8)	(13.9)	(13.9)
Other financial income/(expenses)	(20.9)	(4.5)	0.1	1.6	(1.9)
Financial and similar income and expenses	**(66.6)**	**(29.8)**	**(27.7)**	**(12.3)**	**(15.8)**
Profit/(loss) before taxes	**23.7**	**(39.1)**	**(138.6)**	**(49.9)**	**(36.3)**
Income tax	(14.2)	(1.4)	14.4	4.7	(1.2)
Profit/(loss) for the year from continuing operations	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Profit for the year from discontinued operations net of taxes	—	—	—	—	—
Consolidated profit/(loss) for the period	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Non-controlling interest—Result	—	—	—	—	—
Profit and loss attributable to shareholders of the Company	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Basic earnings per share (euro)	**0.09**	**(0.37)**	**(1.13)**	**(0.41)**	**(0.34)**
Diluted earnings per share (euro)	**0.08**	**(0.37)**	**(1.13)**	**(0.41)**	**(0.34)**

Consolidated Statement of Financial Position

	As of March 31,		As of September 30,
	2020	2021	2021
	(audited) (in € million)		(unaudited) (in € million)
Assets:			
Goodwill	654.7	631.9	632.0
Other intangible assets	317.0	299.5	295.7
Property, plant and equipment	8.4	7.9	8.7
Non-current financial assets	2.6	2.2	2.0
Deferred tax assets	1.6	6.4	6.5
Non-current assets	**984.3**	**948.0**	**944.9**
Trade receivables	48.8	15.2	34.5
Other receivables	9.4	3.8	13.4
Current tax assets	7.6	7.1	4.4
Cash and cash equivalents	83.3	12.1	36.0
Current assets	**149.1**	**38.3**	**88.3**
Total assets	**1,133.4**	**986.2**	**1,033.2**
Equity and liabilities:			
Share capital	11.0	11.9	11.9
Share premium	974.5	974.5	974.5
Other reserves	(555.3)	(590.3)	(710.4)
Treasury shares	(3.3)	(4.1)	(4.0)
Profit and Loss for the period	(40.5)	(124.2)	(37.5)
Foreign currency translation reserve	(12.6)	(9.3)	(9.0)
Shareholders' equity	**373.8**	**258.5**	**225.5**
Non-controlling interest	—	—	—
Total equity	**373.8**	**258.5**	**225.5**
Non-current financial liabilities	489.4	488.7	452.9
Non-current provisions	7.6	7.0	5.6
Non-current deferred revenue	—	—	—
Deferred tax liabilities	32.5	19.6	20.5
Other non-current liabilities	8.0	6.2	—
Non-current liabilities	**537.4**	**521.4**	**479.0**
Trade and other payables	137.9	148.5	226.2
Current financial liabilities	48.2	24.5	48.7
Current provisions	17.7	8.2	9.7
Current deferred revenue	14.9	22.2	41.4
Current tax liabilities	3.5	2.9	2.8
Current liabilities	**222.2**	**206.3**	**328.7**
Total equity and liabilities	**1,133.4**	**986.2**	**1,033.2**

Consolidated Cash Flow Statement

	For the years ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
		(audited) (in € million)		(unaudited) (in € million)	
Net profit/(loss)	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Depreciation and amortization	26.1	34.5	35.4	18.3	17.1
Impairment and results on disposal of non-current assets	—	75.4	30.6	—	—
Other provisions	(2.9)	18.1	(20.2)	(19.1)	0.5
Income tax	14.2	1.4	(14.4)	(4.7)	1.2
Finance (income)/loss	66.6	29.8	27.7	12.3	15.8
Expenses related to share-based payments	3.4	3.0	6.1	2.0	4.1
Other non-cash items	(3.9)	(3.0)	(0.2)	(0.2)	—
Changes in working capital	(23.8)	(207.4)	65.0	19.8	61.8
Income tax paid	(13.8)	(12.6)	(5.3)	(5.1)	2.2
Net cash from operating activities	**75.5**	**(101.4)**	**0.4**	**(21.8)**	**65.2**
Acquisitions of intangible assets and property, plant and equipment	(28.9)	(30.0)	(21.7)	(8.9)	(11.7)
Acquisitions of financial assets	(0.1)	—	—	—	(0.1)
Proceeds from disposals of financial assets	0.1	0.3	0.1	0.1	0.1
Business combinations net of cash acquired	—	(6.5)	—	—	—
Net cash flow from/(used) in investing activities	**(28.8)**	**(36.2)**	**(21.7)**	**(8.8)**	**(11.7)**
Acquisition of treasury shares	(0.4)	(7.9)	—	—	—
Disposal of treasury shares	—	1.9	—	—	—
Borrowings drawdown	421.8	109.5	15.0	15.0	19.0
Reimbursement of borrowings	(428.5)	(3.1)	(57.0)	(55.8)	(20.1)
Interest paid	(35.1)	(23.7)	(25.7)	(12.9)	(13.1)
Other financial expenses paid	(26.4)	(1.8)	(1.8)	(1.2)	(0.8)
Interest received	—	—	—	—	—
Net cash flow from/(used) in financing activities	**(68.5)**	**74.9**	**(69.5)**	**(54.9)**	**(14.9)**
Net increase/(decrease) in cash and cash equivalents	**(21.8)**	**(62.7)**	**(90.7)**	**(85.4)**	**38.5**
Cash and cash equivalents at beginning of period	171.5	148.8	83.3	83.3	(4.5)
Effect of foreign exchange rate changes	(0.8)	(2.8)	2.8	2.6	(0.5)
Cash and cash equivalents at end of period	**148.8**	**83.3**	**(4.5)**	**0.5**	**33.4**

Other Unaudited Financial and Operating Data

The following financial information includes measures which are not accounting measures as defined by IFRS. These measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, the unaudited consolidated financial statements for the Issuer based on IAS 34 or the audited consolidated financial statements for the Company based on IFRS. These measures may not be comparable to similarly titled measures disclosed by other companies.

	For the years ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
	(unaudited, unless otherwise stated)			(unaudited)	
	(in € million, unless otherwise stated)				
Bookings[1] (in million)					
Top 6	8.6	8.1	2.4	1.1	4.3
Rest of the World	2.6	2.7	0.9	0.3	1.4
Total Bookings (in million)	**11.2**	**10.8**	**3.2**	**1.5**	**5.7**
Revenue (audited)[3]					
Top 6	434.0	433.4	82.6	40.3	131.4
Rest of the World	117.3	128.4	24.6	10.3	41.2
Total Revenue	**551.3**	**561.8**	**107.2**	**50.6**	**172.5**
Revenue Margin[1] (audited)[3]					
Diversification Revenues	236.5	278.0	63.9	31.3	120.3
Classic Customer Revenues	195.1	156.5	33.0	14.0	18.7
Classic Supplier Revenues	74.3	76.3	10.6	3.7	26.1
Advertising and Metasearch Revenues	27.1	17.9	3.7	2.0	3.3
Total Revenue Margin	**533.0**	**528.7**	**111.1**	**51.0**	**168.3**
Variation of Prime deferred revenue	4.0	5.6	10.7	5.8	18.6
Cash Revenue Margin	**537.1**	**534.3**	**121.8**	**56.8**	**187.0**
Variable Costs[1]	(337.9)	(350.8)	(86.1)	(38.4)	(137.8)
Fixed Costs[1]	(75.6)	(62.8)	(63.2)	(29.5)	(29.8)
Adjusted EBITDA[2]	**119.6**	**115.1**	**(38.2)**	**(16.8)**	**0.7**
Adjusted EBITDA Margin[2] (% of Revenue Margin)	22%	22%	(34)%	(33)%	0%
Cash EBITDA[2]	**123.6**	**120.7**	**(27.4)**	**(11.0)**	**19.4**
Cash EBITDA Margin[2] (% of Cash Revenue Margin)	23%	23%	(23)%	(19)%	10%
EBITDA[2]	116.4	100.7	(45.0)	(19.3)	(3.5)
Revenue Margin per Booking (in €)[1]	47.7	49.1	34.2	34.7	29.3
Cash Revenue Margin per Booking (in €)[1]	48.0	49.6	37.5	38.7	127.3
Variable costs per Booking (in €)[1]	(30.2)	(32.6)	(26.5)	(26.1)	(24.0)
Fixed costs per Booking (in €)[1]	(6.8)	(5.8)	(19.5)	(20.1)	(5.2)
Adjusted EBITDA per Booking (in €)[1]	10.7	10.7	(11.8)	(11.4)	0.5
Cash EBITDA per Booking (in €)[1]	11.1	11.2	(8.5)	(7.5)	13.2
Fixed cost	(75.6)	(62.8)	(63.2)	(29.5)	(29.8)
Variable cost	(337.9)	(350.8)	(86.1)	(38.4)	(137.8)
Total Adjustments	(3.1)	(14.4)	(6.9)	(2.4)	(4.2)
Operating cost	**(416.6)**	**(428.0)**	**(156.1)**	**(70.3)**	**(171.8)**
Personnel expenses	(64.0)	(56.0)	(47.8)	(22.2)	(26.4)
Impairment loss on bad debts	1.9	(2.4)	1.4	0.1	(0.3)
Other operating expenses	(354.4)	(369.5)	(109.7)	(48.1)	(145.1)
Operating cost	**(416.6)**	**(428.0)**	**(156.1)**	**(70.3)**	**(171.8)**

(1) Bookings, Revenue Margin, Cash Revenue Margin, Variable Costs, Fixed Costs, EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin, Cash EBITDA and Cash EBITDA Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

(2) Reconciliation of EBITDA, Adjusted EBITDA and Cash EBITDA to Operating Profit:

	For the years ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
	(unaudited, unless otherwise stated) (in € million)			(unaudited) (in € million)	
Operating profit (loss) (audited)	90.4	(9.2)	(110.9)	(37.6)	(20.5)
Depreciation and amortization (audited)	(26.1)	(34.5)	(35.4)	(18.3)	(17.1)
Impairment loss (audited)	—	(74.9)	(30.6)	—	—
Gain or loss arising from assets disposals	—	(0.5)	—	—	—
EBITDA	**116.4**	**100.7**	**(45.0)**	**(19.3)**	**(3.5)**
Long term incentives expenses	(3.4)	(3.0)	(6.1)	(2.0)	(4.2)
Redomiciliation to Spain	—	—	(0.3)	(0.2)	—
Restructuring cost	1.7	(9.0)	—	—	—
M&A Projects	—	(2.0)	—	—	—
Strategic brand process	(0.4)	—	—	—	—
Extraordinary recruiting and termination costs	(0.3)	—	—	—	—
Strategic review process	(0.1)	—	—	—	—
Holding tax not applicable to current corporate structure	(0.2)	—	—	—	—
Other	(0.5)	(0.5)	(0.4)	(0.2)	—
Total Adjustments	(3.1)	(14.4)	(6.9)	(2.4)	(4.2)
Adjusted EBITDA[(a)]	**119.6**	**115.1**	**(38.2)**	**(16.8)**	**0.7**
Variation of Prime deferred revenue	4.0	5.6	10.7	5.8	18.6
Cash EBITDA	**123.6**	**120.7**	**(27.4)**	**(11.0)**	**19.4**

(a) For the six months ended September 30, 2021 and 2020, respectively, the difference between EBITDA and Adjusted EBITDA is principally explained by:

- €4.2 million (six months ended September 2020: €2.0 million) of non-cash expenses in relation to the long-term incentive plan dedicated to the Group employees; and
- €0.4 million in the six months ended September 2020, of which €0.2 million related to our redomiciliation to Spain.

For the years ended March 31, 2021 and 2020, respectively, the difference between EBITDA and Adjusted EBITDA is principally explained by:

- €9.0 million of restructuring provisions and expenses related to the operational optimization plan of the Group in the year ended March 31, 2020, including the restructuring of certain customer service functions so that the Group's traditional customer service activities are now outsourced to operational partners. €4.5 million related to adjusted personnel expenses and €4.5 million related to other adjusted operating expenses for the year ended March 31, 2020;
- €6.1 million (year ended March 31, 2020: €3.0 million) of non-cash expenses in relation to the long-term incentive plan dedicated to the Group employees;
- €2.0 million of other adjusted operating expenses relating to M&A projects in the year ended March 31, 2020; and
- €0.7 million (year ended March 31, 2020: €0.5 million) of other adjusted income and expenses, notably related to our redomiciliation to Spain and other exceptional consultancy fees.

For the years ended March 31, 2020 and 2019, respectively, the difference between EBITDA and Adjusted EBITDA is principally explained by:

- €3.0 million (year ended March 31, 2019: €3.4 million) of non-cash expenses in relation to the long-term incentive plan dedicated to the Group employees;
- €9.0 million of restructuring provisions and expenses related to the operational optimization plan of the Group (year ended March 31, 2019: €1.7 million reversal of excess restructuring provision), restructuring its customer service functions so that the Group's traditional customer service activities are now outsourced to operational partners. €4.5 million related to adjusted personnel expenses and €4.5 million related to other adjusted operating expenses for the year ended March 31, 2020;
- €2.0 million of other adjusted operating expenses relating to M&A projects (year ended March 31, 2019: €0 million).
- €0.3 million in the year ended March 31, 2019 of other adjusted personnel expenses related to selective contract terminations and recruiting expenses; and
- €0.5 million (year ended March 31, 2019: €1.2 million) of other adjusted income and expenses, notably related to exceptional consultancy fees.

(3) Audited refers solely to the financial information for the years ended March 31, 2019, 2020 and 2021.

Other Unaudited Financial Metrics

The following financial information includes measures which are not accounting measures as defined by IFRS. These measures should not be used instead of, or considered as alternatives to, the unaudited

consolidated financial statements for the Issuer based on IAS 34 or the audited consolidated financial statements for the Issuer based on IFRS. These measures may not be comparable to similarly titled measures disclosed by other companies.

	In € million, unless otherwise stated (unaudited)
Pre-COVID Cash EBITDA (LTM January 2020)[1][2]	131.9
Pre-COVID Cash Revenue Margin (LTM January 2020)[1][2]	569.9
Pre-COVID EBITDA Margin (LTM January 2020)[1][2]	23.1%
Pro Forma Net Indebtedness (as of September 30, 2021)[1][3]	396.5
Pro Forma Interest Expense (LTM September 30, 2021)[1][4]	24.2
Ratio of Pro Forma Net Indebtedness to Pre-COVID Cash EBITDA	3.0x
Ratio of pro forma Pre-COVID Cash EBITDA to pro forma interest expense	5.4x

(1) Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin, Pre-COVID EBITDA Margin, Pro Forma Net Indebtedness, and Pro Forma Interest Expense are non-GAAP measures. For the definitions of, explanations and the limitations regarding the use of these measures see "Presentation of Financial and Other Data—Non-GAAP Measures." Non-GAAP measures should not be used a replacement for financial measures that are in accordance with IFRS.

(2) Pre-COVID Cash EBITDA, Pre-COVID Cash Revenue Margin, and Pre-COVID EBITDA Margin are measures based on operations for the twelve month period ended January 30, 2020, which was our last full period that was unaffected by the COVID-19 pandemic. The COVID-19 pandemic has significantly impacted our business. As a result, the comparability of our results for the financial year ended March 30, 2021 and the six months ended September 30, 2021 with the relevant prior corresponding periods is limited. In addition, the effects of any future COVID-19 variants and government measures to address them may impact comparability of past results with future periods. We present these measures in this Offering Memorandum to provide investors with a view of our business performance without the impact of COVID-19.

(3) Pro Forma Net Indebtedness represents Net Debt as of September 30, 2021, as adjusted to give effect to the Capital Increase as well as the Refinancing Transaction, including the offering of the Notes and the application of the proceeds thereof as described herein as if such Refinancing Transaction had occurred on September 30, 2021.

(4) Pro Forma Interest Expense represents the assumed cash interest payable for the twelve months ended September 30, 2021 as adjusted to give effect to the Refinancing Transaction, as if it had occurred on October 1, 2020. Cash interest expense excludes interest expense attributable to the amortization of financing costs, but includes unused commitment fees on the Super Senior Credit Facilities.

RISK FACTORS

Set out below are certain risk factors that could materially and adversely affect our business, financial condition, liquidity, results of operations or prospects. The factors discussed below should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties. Additional risks and uncertainties of which we are not aware or that we believe are immaterial may also adversely affect our business, financial condition, liquidity, results of operations or prospects. If any of these events occur, our business, financial condition, liquidity, results of operations or prospects could be materially and adversely affected.

This Offering Memorandum also contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Memorandum.

As of the date of this Offering Memorandum, the COVID-19 pandemic adds significant uncertainty to our operating environment and may have the effect of magnifying the risks and uncertainties described in this section "Risk Factors".

Risks Related to the Travel Industry

The COVID-19 pandemic has had a material adverse impact on the travel industry and we expect that the pandemic will continue to have a significant effect on the travel industry.

From late 2019, when the first cases of COVID-19 were reported in China, its outbreak spread rapidly and globally, and by March 11, 2020, it had been declared a pandemic by the World Health Organization. In response to the COVID-19 pandemic, many governments around the world implemented, and continue to implement, a variety of measures targeting a reduction in the spread of COVID-19, and including travel restrictions and bans, social distancing, and quarantining. As a result of such measures, individuals' ability to travel has been severely curtailed through border closures, mandated travel restrictions and limited operations of airlines and hotels, and may be further limited through additional voluntary or mandated closures of travel-related businesses. In recent months, multiples countries across the world have been facing a surge in COVID-19 cases and have imposed national lockdowns, travel restrictions and other restrictive measures. As a result, the spread of COVID-19 and the developments surrounding the global pandemic have had, continue to have and in the future may continue to have significant negative impacts on all aspects of the travel industry and our business, results of operations and prospects.

According to the Reports published by IATA, the COVID-19 pandemic had a dramatic impact on the travel industry with activity levels in terms of flight bookings for the European market down 97% in the second quarter of 2020 compared to the same period in 2019 and our number of flight Bookings were down by 87% in the second quarter of 2020 compared to the same period in 2019. With the relief of some restrictions in the second half of 2020, there was a slight improvement in the market with activity levels in the European travel industry being down only 80% compared to the same period in 2019. Vaccination efforts have had a significant impact on controlling the virus and relieving various restrictive measures which has permitted the travel industry to start recovering, though activity levels remain far from complete recovery.

The ability of our suppliers (including airlines and hotels) in the travel industry to attract and retain guests, crew and employees depends, in part, on the public's concerns regarding the health and safety of travel generally. Across the travel industry businesses have implemented enhanced health and safety measures, however there is no guarantee that these health and safety protocols will be successful in preventing the continued spread of COVID-19. Actual or perceived risk of infection is expected to continue to have an adverse effect on the public's perception of the safety of travel. We therefore expect the COVID-19 pandemic and its effects to continue to have a significant adverse impact on the travel industry and our business, results of operations and prospects for the duration of the pandemic and during the expected subsequent economic recovery, which could be an extended period of time.

The impact of the COVID-19 pandemic on the travel industry in general in the foreseeable future is highly uncertain and will ultimately depend on future developments, many of which are outside of our control. These include:

- the duration of the global COVID-19 pandemic, including the emergence of new mutations or variants of the COVID-19 virus, and the impact on the travel industry and consumer spending more broadly;

- actions taken by national, state and local governments to contain the COVID-19, including travel restrictions and bans, requirements of negative COVID-19 tests for entry into a country, vaccination requirements, and aid and economic stimulus efforts;
- refunds to large groups of customers cancelling their holidays, costs for the repatriation of customers and certain staff from destinations abroad;
- the extent of the impact of the COVID-19 pandemic on overall demand for vacations and the length of time it takes for demand and pricing to return and normal economic and operating conditions to resume;
- the effect of the changes in hiring levels incurred by our suppliers;
- the speed and extent of the expected recovery across the broader travel ecosystem; and
- the duration, timing and severity of the impact on customer spending, including any economic recession resulting from the pandemic.

Long lasting disruption of the travel industry as a result of the continued effects of the COVID-19 pandemic has, and may continue to, materially adversely affect our business, financial condition or results of operations.

A resurgence of COVID-19 and mutant variations of COVID-19 after the disease had begun to subside, as well as renewed countermeasures by authorities, have extended the effects of the pandemic and reversed the limited recovery that had been made in the travel industry and in the economy in general and we cannot predict when these effects will end.

As the number of cases of COVID-19 decreased in most European markets in early summer 2020, lockdowns, travel restrictions and many other countermeasures designed to contain the spread of the pandemic and to reduce infection rates were gradually lifted or relaxed in a number of affected countries. By early July 2020, many of our suppliers had resumed partial operations with reduced capacities and only limited itineraries. Recently, however, resurgences of new infections emerged across Europe and, as a consequence, authorities reimposed a number of restrictions that had previously been lifted or relaxed and, in some cases, implemented additional, more severe restrictions.

In addition to this, governments imposed self-quarantine requirements on travelers returning from certain countries or regions designated as “risk areas”. By early autumn 2020, it was generally accepted that a so-called second wave was occurring: an increase in case numbers and infection rates not only in isolated regions but across large areas that previously seemed to have contained the further outbreak of the COVID-19 pandemic and appeared to be emerging from the crisis. As a result, existing restrictions in previously affected regions were extended and lockdowns, travel restrictions and other measures that had previously been lifted were reimposed.

In the past year, various mutations of COVID-19 have been detected and new mutations may emerge in the future. These mutations, some of which may be transmitted easier than previous strains of COVID-19, quickly began to spread throughout the world. In response, many governments in Europe and elsewhere, imposed additional travel restrictions preventing all or substantially all incoming passengers from affected countries from entering their territories, or cancelling incoming flights from affected countries. In recent months, COVID-19 cases have been on the rise around the world, including in many parts of Europe, and several countries have imposed new COVID-19 restrictions. It is difficult to predict whether future variations and waves of COVID-19 will emerge, or whether the pandemic will subside in the future. We cannot predict how long the countermeasures that regional and national authorities have imposed or re-imposed in an effort to contain and reverse these subsequent waves or resurgences will remain in place, or whether they will be replaced by or supplemented with even stricter measures. This could have further negative impacts on consumer confidence and spending in general and customer appetite to travel even where travel is feasible. It is possible that both the direct effects of such waves and resurgences, and the indirect consequences of new or extended countermeasures could have a material adverse effect on the broader tourism industry and on our results of operations, including our financial condition and liquidity.

Demand for our products is dependent on the travel industry, which may be materially affected by general economic conditions, geopolitical events and other factors outside our control, including the effects of COVID-19. Declines or disruptions in the travel industry could adversely affect our business, financial condition and results of operations.

Our revenue is directly related to the overall level of travel activity, which is, in turn, largely dependent on discretionary spending levels. Discretionary spending generally declines during recessions and other

periods in which disposable income is adversely affected. As a substantial portion of travel expenditure is discretionary, such expenditure tends to decline or grow more slowly during economic downturns with increased unemployment and reduced the financial capacity on a global basis. The outlook for the global economy in the near- to medium-term remains uncertain due to several factors, including geopolitical risks and concerns around global growth and stability. The resulting uncertainty over macroeconomic conditions, particularly in some of our Top 6 markets, has affected and, if it were to continue, could again affect demand for our products. The ongoing COVID-19 pandemic and associated decline in economic activity and increase in unemployment levels may have a severe and prolonged effect on the global economy generally. Due to the uncertainty surrounding the duration and severity of this pandemic, we can provide no assurance as to if and at what pace demand for travel will return to pre-pandemic levels. Accordingly, we cannot predict the full impact of COVID-19 on our business, financial condition and results of operations. In addition, we cannot predict the impact that COVID-19 will have on our suppliers and we may be adversely impacted by any adverse impact our suppliers suffer.

Economic and financial weakness and uncertainty may result in lower spending on our products, in Europe or elsewhere, which may have a material adverse impact on our business, financial condition and results of operations. In particular, economic and financial conditions in Europe may be adversely affected by the departure of the United Kingdom from the European Union on January 31, 2020 (commonly referred to as "Brexit"). On December 24, 2020, the United Kingdom and the European Union agreed on a trade and cooperation agreement (the "TCA") and the long-term effects of Brexit on our business will depend on the effects of the implementation and application of the TCA and any other relevant agreements between the United Kingdom and the European Union. For instance, restrictions on the freedom of movement between the United Kingdom and the European Union may result in lower spending on our products. The ongoing adjustments in light of Brexit and the implementation and application of the TCA could lead to adverse effects on the economy of the United Kingdom and the other economies in which we operate. Outside of the specific relationship between the European Union and the United Kingdom, we may also face new regulatory and challenges as a result of Brexit. For example, as of January 1, 2021, the United Kingdom lost the benefits of global trade agreements negotiated by the European Union on behalf of its members, which may result in increased trade barriers that could result in our doing business in areas that are subject to such global trade agreements more difficult. For the year ended March 31, 2021, our activities in the United Kingdom represented approximately 7% of our total Revenue Margin.

Furthermore, travel activity and traveler safety concerns may be impacted by geopolitical events, including political crises, terrorist attacks, war, and other political and economic instability. Long-lasting travel disruptions in certain regions could materially adversely affect our business, financial condition or results of operations. In recent years, downturns in the economies of key travel markets such as Brazil and Russia, political and/or economic instability in several Latin American countries such as Argentina, Chile, Venezuela, and in Europe, such as in Catalonia and Paris, have also negatively impacted travelers' appetite to travel to and from these destinations. The occurrence and consequences of such events are unpredictable, and further attacks, political or economic instability, disease outbreaks or military action could have a material adverse effect on the travel industry in general and, consequently, our business, financial condition or results of operations.

Our business could be adversely affected by the occurrence of events affecting travel safety, such as natural disasters, actual or threatened terrorism and political and social instability, which are outside our control.

The travel industry is sensitive to safety concerns. Our business could be adversely affected by the occurrence of travel-related accidents, such as airplane crashes (whether caused by human or technical defaults or otherwise), incidents of actual or threatened terrorism, political instability or conflict or other events whereby travelers become concerned about safety issues, including as a result of unusual weather patterns or natural disasters (such as hurricanes, tsunamis, earthquakes or volcanic ash clouds), increased transportation and fuel costs, climate change policy and environmental lobbying, increased transport related taxes, potential outbreaks of epidemics or pandemics (such as COVID-19, Ebola, influenza, H1N1 virus, Avian Flu or Severe Acute Respiratory Syndrome outbreaks) or other human or natural disasters (such as those that may result in exposure to radiation) resulting in reduced domestic or international travel.

The ever increasing intensity of natural disasters and the impact of adverse meteorological events, such as the devastating wildfires in Australia, California, Southern Europe, and Siberia, the recent hurricanes including hurricanes Grace, Ida, and Sam, the major earthquakes in Haiti and Indonesia, the catastrophic

widespread flooding in central Europe, and more recently the volcanic eruptions in the Canary Islands, have all detrimentally impacted the travel industry in the affected regions.

Terrorist attacks such as the multiple bombings across the Middle East and Africa and changes in terrorism alert levels have increased travelers' safety concerns which could adversely affect travel demand, in particular if such attacks were to develop into sustained campaigns of actual or threatened terrorism across Europe or internationally. In recent years, terrorist attacks in mainland Europe (London, Paris, Nice, Barcelona, Madrid, and Berlin), have negatively impacted travelers' appetite to travel, particularly to cities that have been subject to terrorist attacks.

Aircraft related concerns such as the grounding of the Boeing 737 Max, airplane crashes such as the Ethiopian Airlines Flight 302 in Ethiopia March 2019 or, more recently, issues with the Boeing 777 engine failures have also increased travelers' concern about safety issues.

Any such decrease in demand, depending on its scope and duration, together with any other issues affecting travel safety, could materially and adversely affect our business and financial performance over the short and long term. The occurrence of any such event could result in a decrease in our customers' appetite to travel and adversely affect our business, financial condition and results of operations.

Moreover, due to the seasonal nature of our business, the occurrence of any of the events described above during our peak summer or holiday travel seasons, or when customers are considering booking their summer vacations, could exacerbate or disproportionately magnify the adverse effects of any such event and, as a result, could materially and adversely affect our business or financial performance.

Our business, financial condition and results of operations could be adversely affected if one or more of our major suppliers, such as airlines, suffer a deterioration in their financial condition or restructure their operations.

As we are an intermediary in the travel industry, a substantial portion of our revenue is affected by the fares and tariffs charged by our suppliers, including airlines, GDSs, hotels, cruise operators and rental car suppliers, and the volume of products offered by our suppliers. As a result, if one or more of our major suppliers, including airlines, hotel and rental car suppliers, and in particular our two principal white label sourcing partners on which we are reliant for hotel bookings and car rentals, suffer a deterioration in their financial condition or restructure their operations, including as a result of the COVID-19 pandemic and its impact on the travel industry in general, it could adversely affect our business, financial condition and results of operations. Post COVID-19 supply chain shortages in certain markets (such as, amongst others, for microchips, gas, electricity or lorry drivers), and general price inflation in oil and petrol, have increased the prices charged by our suppliers. Accordingly, our business may be negatively affected by adverse changes in the markets in which our suppliers operate.

In particular, as a substantial portion of our revenue depends on our supply of flight mediation services, we could be adversely affected by changes in the airline industry, including consolidation, bankruptcies and liquidations, and in most cases, we will have no control over such changes. Events or weaknesses specific to the flight travel industry that could negatively affect our business include the effects of the COVID-19 pandemic, air fare fluctuations, airport, airspace and landing fee increases, seat capacity constraints (including as a result of social distancing requirements implemented to prevent the spread of the COVID-19 pandemic), removal of destinations or flight routes, travel-related strikes or labor unrest, imposition of taxes or surcharges by regulatory authorities and fuel price volatility. While decreases in prices for flights and other travel products generally increase demand, such price decreases generally also have a negative effect on the commissions we earn, particularly in our non-flight business, which is more dependent on commissions than our flight business. The overall effect of a price increase or decrease is therefore uncertain.

In the past several years, several major airlines have filed for bankruptcy, recently exited bankruptcy, or discussed publicly the risk of bankruptcy. In addition, some of these airlines have merged, or discussed merging, with other airlines. If one of our major airline suppliers merges or consolidates with, or is acquired by, another company that either does not participate in the GDS system we use, or that participates in such system but at substantially lower levels, the surviving company may elect not to make supply available to us or may elect to do so at lower levels than the previous supplier. Similarly, in the event that one of our major airline suppliers voluntarily or involuntarily declares bankruptcy and is subsequently unable to successfully emerge from bankruptcy, and we are unable to replace such supplier, our business would be adversely affected. For example, the recent bankruptcies of FlyBe, Germanwings, South African Airways, LATAM Argentina or Levels Europe, have resulted in capacity reductions and a decrease in the

number of airline tickets and routes available for booking on our websites. In addition, our business can also be adversely affected by operational problems of airlines resulting in large-scale cancellations such as the Southwest airlines cancellation of over 1,800 flights over a weekend in October 2021.

Further consolidation of one or more of the major airlines could result in further capacity reductions, a reduction in the number of airline tickets available for booking on our website and increased air fares, which may have a negative impact on demand for travel products.

For a discussion of potential risks related to changes in GDS trends and credit strength, see "—Risks Related to Our Business—A substantial portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations" below.

Our businesses are highly regulated and a failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties, may adversely affect our business, financial condition and results of operations.

We operate in a highly regulated industry. Our business and financial performance could be adversely affected by unfavorable changes in, or interpretations of, existing laws, rules and regulations, or the promulgation of new laws, rules and regulations applicable to us and our businesses. In particular, any future changes to IATA regulations or further tightening of the European legislation relating to packaged travel (and individual countries' implementation thereof) could adversely affect our business. For example, on November 25, 2015, the new European Package Travel Directive (2015/2302/EU) on package travel and linked travel arrangements was adopted and came into force on December 31, 2015 (the Member States had to transpose the directive by January 1, 2018). As of July 1, 2018, the directive extends the protection provided in the 1990 European Package Travel Directive (90/314/EEC) to more dynamic forms of packaged travel, which could increase the costs of conducting our business and subject us to additional liabilities.

There is, and will likely continue to be, an increasing number of laws, regulations and court decisions pertaining to the Internet and online commerce, which may relate to liability for information retrieved from or transmitted over the Internet, display of certain taxes, discounts and fees, auto-renewal, online editorial and user-generated content, user privacy, behavioral targeting and online advertising, taxation, liability for third-party activities and the quality of products and services. For example, in certain jurisdictions where we operate, local regulations impose restrictions on or prohibit the credit/debit card operations that we can perform in order to protect the privacy and security of personal information that is collected, processed and transmitted in or from the governing jurisdiction. The growth and development of online commerce has led to more stringent consumer protection laws and more aggressive enforcement efforts by regulatory authorities, including on price transparency, that impose additional burdens on online businesses generally, such as increased costs associated with stronger data protection systems, fines and a loss of competitive advantage as a result of any disclosure related to operations. Such trends are likely to continue in the future, in particular in relation to customer privacy and data protection. See also "—Risks Related to Our Business—Our processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security." We are also subject to a risk of legal proceedings brought by antitrust, competition or data protection authorities and, from time to time, subject to claims from consumer protection organizations, the outcome of which could have a material adverse effect on our business, financial condition and results of operations. See "Business—Litigation and Disputes."

While we believe we currently comply with all relevant regulations, we may not be able to comply with any future changes in, or new interpretations of, existing laws, rules and regulations, or with any new laws, rules and regulations applicable to us and our businesses. Any failure to comply with these existing or new laws and regulations may subject us to fines, penalties and potential criminal sanctions, as well as publicity which may be harmful to our reputation. Furthermore, if such laws and regulations are not enforced equally against our competitors in a particular market, our compliance with such laws and regulations may put us at a competitive disadvantage vis-à-vis competitors who do not comply with such requirements, in some cases because they are operating from offshore locations.

Because of our international operations, the various regulatory regimes to which we are subject may conflict so that compliance with the regulatory requirements in one jurisdiction may create regulatory

issues in another, thereby making compliance more difficult, increasing the costs of conducting our business. In addition, our compliance with consumer protection laws, including in relation to price transparency, in one jurisdiction may result in a competitive disadvantage in other jurisdictions if implemented in whole or in part in such other jurisdictions when such consumer protection laws are not yet in effect in such other jurisdictions.

Political developments, particularly concerning Brexit or exit of other Member States from the European Union, could also lead to legal uncertainty with potential overlapping, inconsistent regulations. Brexit, for example, may lead to restrictions on the freedom of movement between the United Kingdom and the European Union, which may impact the mobility of our personnel. Moreover, based on the terms of Brexit, in the future we may face overlapping EU and U.K. regulatory requirements. In addition, our strategy involves expanding our business outside our more established markets, which could have legal, regulatory, including license, or tax requirements with which we are currently not familiar. Compliance with such requirements will place demands on our time and resources, and we may nonetheless experience unforeseen and potentially adverse legal, regulatory or tax consequences.

Our business requires us to obtain certain licenses or accreditations, and our IATA accreditation is critical to our business.

In some jurisdictions in which we operate, we are required to hold various travel agency and other licenses and accreditations, and pay certain license fees.

Regulatory authorities have relatively broad discretion to grant, renew and revoke licenses and approvals and to implement regulations. Accordingly, regulatory authorities could prevent or temporarily suspend us from carrying on some or all of our activities or otherwise penalize us if our practices were found not to comply with the then-current regulatory or licensing requirements or any interpretation of such requirements by the regulatory authority. For instance, in order to carry out flight booking operations, we are required to obtain IATA accreditation to sell flight tickets of airlines which are IATA members. Our failure to comply with any of these requirements or interpretations thereof could have a material adverse effect on our operations. On an annual basis and upon the occurrence of certain events, IATA reviews our financial statements, processes and operations to determine whether we are in compliance with IATA rules, in particular with respect to our IATA financial undertakings (including undertakings pertaining to capital resources, working capital and liquidity) and the level of sales for which we act as full agent of record. If we do not comply with such rules and financial undertakings, IATA may require us to provide guarantees and/or post performance bonds in order to minimize credit risk on behalf of airlines. Although we are currently part of the IATA Go-Global Accreditation Model under which we are assessed on a consolidated Group basis by IATA and no longer required to provide any financial guarantees and/or performance bonds in favor of IATA, should we or IATA decide to terminate this agreement, IATA could require our Group companies in certain jurisdictions to provide guarantees and/or performance bonds (*see* "Regulation"). In addition to guarantee requirements, IATA may impose penalties for non-compliance or, under certain circumstances, take suspension action, or remove us or any or all of our locations from the IATA agency list. Any such action by IATA could have a material adverse effect on our operations. In particular, if IATA were to remove us from the IATA agency list, such removal would prevent us from conducting a large portion of our current operations and could have a material adverse effect on our results of operations.

We receive funds from our customers before we are required to pay flight product suppliers. In recent years, IATA proposed revisions to the payment terms of its BSP to impose shorter settlement terms.

For instance, in 2019, IATA announced the elimination of the one-month remittance period to travel agents in Spain and Italy. Effective January 1, 2020, the one-month remittance period, which previously applied in Spain and Italy, was changed to 10 days in Spain and 15 days in Italy. If further changes to BSP payment terms were to be implemented by IATA or other product suppliers, such changes could reduce the amount of time we hold customer funds before settlement with flight product suppliers, increasing our working capital requirements and adversely affecting our cash position. In addition, if IATA or other product suppliers were to no longer allow us to pay our product suppliers with corporate credit cards, this would result in a reduction of the commissions we receive from our corporate credit card providers.

IATA also requires that settlement of payments via the BSP must be in compliance with all airline terms and conditions and thereby forces us to comply with onerous airline restrictions, even when we have no direct commercial agreement with that airline. These terms and conditions may restrict our marketing or sales of that airline's fares and could adversely affect our operations.

Our business experiences seasonal fluctuations and comparisons of sequential quarters' results may not be meaningful.

Our revenues and operating results have varied, and we expect will continue to vary, from quarter to quarter. This is in large part attributable to the fact that our business experiences seasonal fluctuations, which are a function of seasonal trends for travel products, in particular leisure travel. Because we generate the largest portion of our net revenue from flight bookings, and this revenue is generally recognized at the time of booking, these trends cause our revenue to be highest in the periods during which travelers book their vacations. Therefore, our revenues tend to be lower in the quarter ending December 31 than in other quarters and typically highest in the quarter ending March 31, corresponding to bookings for the busy spring and summer travel seasons. As a result, sequential quarter-on-quarter comparisons of our revenue, cash flows and operating results may not be meaningful. In addition, depending on the year, the Easter holiday season may fall in our first fiscal quarter or in our fourth fiscal quarter of any given financial year ending March 31. The timing of Easter and other holidays can therefore affect the comparability of our quarterly and yearly results. In the upcoming months, changed customer booking patterns as a result of COVID-19 may affect seasonality, e.g. customers booking their vacation and flight much closer to the date of departure as compared to the lead time you experienced pre-COVID 19. As a result, it is harder to estimate when our revenue and results of operations will return to historical seasonality patterns.

Our business is influenced by the level of Internet penetration and a slowing in the growth of Internet penetration, or a fall, could adversely affect our growth prospects and our business, financial condition and results of operations.

We generate our revenue through the online sale of products and online advertising. As a result, our business is affected by the level of Internet penetration in the countries in which we operate (*i.e.*, the percentage of a country's population that are Internet users), and in particular by the online travel penetration in such countries (*i.e.*, the proportion of travel bookings made through the Internet).

In addition, we continue to seek to expand our international presence, and a successful expansion of our business outside our more established markets will depend on the level of Internet penetration in such markets. A slower adaptation of the Internet as an advertising, broadcast and commerce medium in those markets compared to many of our more established markets in which we currently operate, could adversely affect our growth prospects and results of operations.

Linked to the level of Internet penetration is the level of online travel penetration, defined by Phocuswright as the percentage of total gross bookings made online. According to Phocuswright, the online travel penetration in Europe increased from 49% in 2016 and 53% in 2018 to 59% in 2020 and is expected to increase to 61% in 2024. However, there can be no guarantee that online travel penetration will continue to grow or remain at current levels, and as the substantial majority of our operations are in Europe, a slowing of the growth in online travel penetration in Europe, or a fall, could have an adverse effect on our growth prospects and our business, financial condition and results of operations.

Risks Related to Our Business

COVID-19 has had a material adverse impact on our revenue and profitability, cash flow and liquidity, plans and goals. We expect that the pandemic will continue to have a significant effect on our business and industry.

The spread of COVID-19 and the developments surrounding the global pandemic (as described above in the risk factors "*The COVID-19 pandemic has had a material adverse impact on the travel industry and we expect that the pandemic will continue to have a significant effect on the travel industry*" and "*A resurgence of COVID-19 and mutant variations of COVID-19 after the disease had begun to subside, as well as renewed countermeasures by authorities, have extended the effects of the pandemic and reversed the limited recovery that had been made in the travel industry and in the economy in general and we cannot predict when these effects will end*") led to a significant decrease in travel bookings across the travel sector, as well as an unparalleled level of flight cancellations. The effects of the COVID-19 pandemic are also having significant negative impacts on all aspects of our business, financial condition, results of operations, cash flows, liquidity position and prospects. For example, in the year ended March 31, 2021 we experienced a significant reduction in trading activities, with Bookings down 70% and Revenue Margin down 79% compared to the year ended March 31, 2020.

The past year has been extremely challenging for our travelers, leading to an unprecedented wave of booking cancellations. During our fiscal year 2021, our customer service teams managed almost 2 million flight cancellations.

The risks of flight cancellations and airline bankruptcies expose us to an increased risk of voluntary chargebacks from customers and the cancellation of previously validated payments. While we challenge any unjustified chargebacks initiated by our customers and aim to claim back chargebacks and Booking cancellations from our suppliers, there is no guarantee that we will be successful in doing so. In the six months ended September 30, 2021, we have increased the provisions for cancellation of commissions and chargebacks by €1.3 million and €1.1 million respectively, due to the increase in volume of Bookings. The amount of these provisions as at September 30, 2021 is €3.4 million and €4.8 million, respectively (compared to €2.1 million and €3.7 million, respectively as at March 31, 2021).

Credit risk has increased across the travel industry, including with respect to most of our customers and suppliers, particularly airlines. We reflected additional expected credit losses linked to the COVID-19 pandemic to cover the estimated unrecoverable credits due to the potential customers' financial difficulties. To reflect the additional expected credit losses, an additional impairment of €0.4 million was recognized as at September 30, 2021 (compared to €1.4 million as at March 31, 2021 and €(2.4) million as at March 31, 2020).

With the roll-out of vaccines and the easing of travel restrictions, we anticipate renewed consumer confidence and a return to travel to a certain extent. However, it is impossible to predict the change in demand and the length of time it will take for the market to recover and the scope of the future effects of the COVID-19 pandemic on our operations, cash flows and growth prospects depends on future developments, including, among others, the severity, extent and duration of the pandemic mitigated by vaccination programs and efficacy of the vaccine.

Because our 2021 Consolidated Financial Statements were strongly influenced by COVID-19 related factors and events that do not pertain to the financial information for the year ended March 31, 2019 and, for the most part, the year ended March 31, 2020 that we present in this Offering Memorandum, the effects of the COVID-19 pandemic may limit the comparability of the financial statements presented in this Offering Memorandum with each other, as well as the comparability of our financial statements with future financial statements.

If we fail to retain existing Prime members or add new Prime members, our business, results of operations, and financial condition could be materially adversely affected.

We have experienced significant Prime member growth over the past two years. Our continued business and revenue growth is in part dependent on our ability to retain existing members and add new members, and we cannot guarantee that we will be successful in doing so. There are a number of factors that could lead to a decline in members or that could prevent us from growing our membership base, including:

- our failure to deliver a Prime subscription offering that existing and new members find attractive;
- our ability to achieve and sustain our market share in our Top 6 and Rest of the World markets;
- harm to our brand and reputation;
- pricing and perceived value of our subscription offering and of our products and services;
- members engaging with competitive online travel agencies;
- our failure to deliver a satisfactory customer experience;
- deteriorating general economic conditions or a change in consumer discretionary spending preferences or trends, including a decline in the public's interest to travel; and
- political, social or economic instability and other events beyond our control such as the COVID-19 pandemic, other pandemics and health concerns, increased or continuing restrictions on travel, immigration, trade disputes, and the impact of climate change, including fires, floods, severe weather and other natural disasters on travel and seasonal destinations.

In addition, if our platform is not easy to navigate, if members have an unsatisfactory sign-up, search, booking or payment experience on our platform, if the content on our platform is not displayed effectively to members, if we are not effective in engaging with our members across our various offerings, or if we fail to provide an experience in a manner that meets rapidly changing customer preferences, we could fail to acquire and convert first-time customers and fail to retain existing members.

As a result of these factors, we cannot guarantee that our membership levels will be adequate to maintain or permit the growth of our business and revenue. A decline in our membership levels could have an adverse effect on our business, financial condition, and results of operations.

The market for subscription based travel products and the market for our Prime subscription offering is still relatively new, and if it does not continue to grow, grows more slowly than expected or fails to grow as large as expected, or if our pricing model does not accurately predicts the long-term rate of adoption or renewal, our business, financial condition and results of operations could be adversely affected.

We offer a distinctive type of travel subscription service for which the market is still relatively new, and it is uncertain to what extent market acceptance will continue to grow, if at all. Our success will depend in part on the willingness of new and existing customers to become Prime members and on the adoption of our business model by the market at large. In many geographies, including our Rest of the World markets in which we plan to expand our presence in the future, the market for subscription-based travel products is unproven, with little data or research available regarding the market and industry. If new or existing customers do not perceive Prime as compelling or if subscription-based travel models and subscription travel services do not achieve widespread adoption, or if there is a decline in demand for subscription travel services, then the market for our subscription model may not further develop, may develop more slowly than expected or may not achieve our expected growth potential, which could adversely affect our business, financial condition and results of operations.

Our Prime subscription model is relatively new and offers members various benefits, including attractive ticket prices, priority access to our customer service, additional discounts and exclusive Prime offers, deals and promotions. We have limited experience with respect to determining the optimal prices for our Prime subscription offering, including as a result of the significant market disruption due to the COVID-19 pandemic, and we may therefore not be able to accurately predict the long-term rate of adoption or renewal. As the market for our Prime subscription offering matures, as we adjust the contents of our Prime subscription offering, or as our competitors introduce competing subscription models, we may be unable to attract new members or retain existing members at the same price or based on the same pricing model as we have used historically.

For these and other reasons, we may also be unable to accurately predict the demand for our Prime subscription offering, which could cause us to miss our financial targets and could otherwise have a material adverse effect on our business, financial condition and results of operations.

We operate in an increasingly competitive environment, and we are subject to risks relating to competition that may adversely affect our performance.

Our businesses, which consist primarily of our travel websites, operate in the highly competitive travel industry. Factors affecting the competitive success of our businesses include the prices we offer consumers, the availability of travel supply, brand recognition, our ability to attract new customers at reasonable acquisition costs, customer service, ease of use, fees charged to travelers, accessibility and reliability. Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more “do-it-yourself” searches where the consumer compares various travel options on his or her own. As a result, consumers have become more sensitive to fee differences, which in turn has led to increased price pressure on our products and services and the need to offer value-add products and enhance the customer experience.

We compete with a variety of companies, including established and emerging online and traditional sellers of travel-related services. Currently, these direct competitors include, among others:

- other online travel agents;
- travel suppliers, such as airlines, hotel companies and rental car companies, many of which have their own branded websites, in addition to their physical boutiques;
- metasearch companies, online portals and search engines; and
- traditional travel agencies and tour operators.

The expansion of social media websites has also affected the competitive dynamics in our markets.

Online travel agencies: We face competition from other OTAs, such as Expedia/Orbitz/eBookers/Hotels.com, CTrip, Priceline/Booking.com, Travix, Lastminute.com, Travelgenio, ETraveli, Kiwi, and MakeMyTrip, which in some cases may offer more attractive products for both travelers and suppliers, offer products on more favorable terms, including lower prices (including as a result of accepting lower operating margins), increased or exclusive product availability, all-in offers combining airline, hotel, cruise and/or car rental products, absence of fees or unique access to proprietary loyalty programs, such as

points and miles, or more favorable connectivity and inventory. These more favorable terms could make the offerings of other OTAs more attractive to consumers than ours, in particular if we are not able to match their all-in prices. In new markets into which we are expanding, there may be incumbent OTAs that are already established in the relevant market. While the barriers to entry are significant and our Prime subscription model is complex and difficult to replicate, our competitors could start offering comparable subscription models that could hinder our ability to maintain and grow our existing Prime membership. Competition from other travel subscription programs could significantly hinder our business model and materially and adversely impact our financial condition, liquidity, results of operations and prospects.

Some of our current and potential competitors, including large traditional travel service providers, have longer operating histories, larger customer bases, greater brand recognition, greater access to travel inventories and/or significantly greater financial, marketing, personnel, technical and other resources than we do. See also "—If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption and use of mobile devices, our business could be adversely affected."

Travel suppliers: Many airline operators, tour operators, hotel and rental car suppliers, including suppliers with which we conduct business, have been steadily focusing on increasing online demand on their own websites and mobile applications in lieu of third-party distributors such as our various websites. For example, various low-cost carriers, which have gained segment share at the expense of network carriers, seek to distribute their online supply exclusively through their own websites, and it is possible that network carriers will engage in similar exclusivity initiatives through their own websites. In addition, travel suppliers may seek to discourage customers booking through other websites by imposing additional costs on such bookings. For instance, Lufthansa Iberia, British Airways and Air France KLM, among others, are currently applying surcharges on some specific segments in GDS. While we have been able avoid those surcharges for key airlines (and as such secure content parity with the airlines' websites), through the adoption of a new distribution capability ("NDC"), any further development from any provider could adversely affect our results of operations. For example, if customers as a result of a GDS booking surcharge by a certain airline book a cheaper flight offered by a low cost carrier on our website, we earn less service fees and may be subject to less favorable payment terms, including shorter settlement terms increasing our working capital requirements.

Moreover, some travel suppliers deliberately do not make available a part of their products via GDSs, which generally makes distribution of such products by us more challenging and expensive. Other travel suppliers seek to limit our access to their products in order to create, distribute and promote on specific distribution channels custom-made offers based on their own products. Since we expect that our Prime subscription model will permit us to gain even more market share from airlines, this practice by travel suppliers could have a significant impact on our growth and business.

In the context of a relationship agreement with a travel supplier, sometimes we agree to such restrictions, and where there is no relationship agreement, there can be no guarantee our Direct Connect technology will enable us to access such products. See also "—We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and some of those suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products" below and "Business—Litigation and Disputes."

In addition, suppliers who sell on their own websites or mobile applications may offer products and services on more favorable terms, including lower prices, increased or exclusive product availability, all-in offers combining airline, hotel, cruise and/or car rental products, absence of fees or unique access to proprietary loyalty programs, such as points and miles, which could make their offerings more attractive to consumers than ours. For example, should airline operators decrease the service fees charged to travelers for the services and products offered on their own branded websites, this would increase downward pricing pressure for the products we offer and potentially redirect customers from our websites to such airlines' branded websites.

Metasearch companies, online portals and search engines: The activities of online travel metasearch sites, such as Kayak/Momondo, Skyscanner, Jetcost, Trivago, TripAdvisor and Cheapflights, which utilize their search technology to aggregate travel search results across supplier, online travel and other websites, as well as similar services offered by large online portal and search companies, such as Google and Yahoo!, affect the markets in which we operate.

Metasearch companies and search engines generally do not directly compete with us because typically no bookings are made through their websites. However, metasearch companies and search engines

may merge or otherwise cooperate on preferential terms with OTAs, such as the Kayak/ Momondo/ Priceline or Skyscanner/Trip.com or Jetcost/ lastminute.com combinations, resulting in a diversion of bookings to such other OTAs or merged entities on a preferred booking path basis. We believe that the trend of metasearch companies and OTAs converging has begun and may continue in the future as metasearch companies seek to facilitate product bookings more directly to increase revenues. Several of our metasearch competitors have larger resources than we have and different technology from ours and, accordingly, we may not be able to effectively compete to earn metasearch revenue. See also "—We may not be successful in executing initiatives to adopt new business models and practices and to optimize cost allocation or in otherwise implementing our strategies, including implementing any strategic transactions such as mergers, acquisitions and joint ventures, and integrating any acquired businesses" below.

In addition, metasearch companies and search engines enable increased competition, thereby increasing downward pricing pressure on the products that we offer, and may redirect our potential customers to our direct competitors' websites. We increasingly receive a large number of requests from such companies, which places a significant demand on our information technology systems. In addition, in certain cases, these search engines charge us each time a user accesses our website through their own, even if such users do not purchase any products from us. If a substantial number of users visit our websites without making purchases, our expenses could increase considerably compared to our Revenue Margin. Furthermore, metasearch companies apply certain technical criteria that could result in such companies not displaying eDreams ODIGEO travel products in their search results, which would also be the case if their payment structure made it unattractive for us to subscribe to their service. In most cases, we do not have long-term contracts with metasearch companies and we may not be able to renew our contracts when they expire on favorable terms or at all, which could adversely impact our ability to access the users of such metasearch companies. In addition, with some metasearch companies, we do not have any contract at all, and our collaboration is on a purely *ad hoc* basis**.** There can be no assurance that our relations with such metasearch companies will continue in the future. Moreover, metasearch services may lower the cost for new companies to enter the market by providing a distribution channel without the cost of promoting the new entrant's brand to drive consumers directly to its website.

Furthermore, large established internet search engines with substantial resources, expertise and brand recognition in developing online commerce and facilitating internet traffic are creating inroads into the online travel channel, as evidenced by the different initiatives launched by Google such as "Google Flights," "Google Hotel Finders" or "Google Destinations" which are enhanced metasearch tools offering access to a large inventory of travel products, including from GDS operators, but excluding, either partly or totally, OTA search results, directly on its search engine. European competition authorities are reviewing the tools launched by Google, but despite this ongoing inquiry before the European Commission, there can be no assurance that these services or similar services will not adversely affect our business in the markets in which we operate. These activities could result in more competition from supplier websites and higher customer acquisition costs for third-party sites such as ours, which could have a material adverse effect on our business, financial condition and results of operations.

Social media websites and mobile platform travel applications: Social media websites, such as Facebook.com ("Facebook"), and mobile platforms, including smartphones and tablet devices, such as the iPhone and iPad, continue to grow rapidly. The emergence of mobile platforms has led to increasing use by consumers of standalone mobile applications or "apps" to research and book travel. For example, Instagram enables users to book tickets through its platform, and gives OTAs and other travel suppliers the possibility to add "book" actions buttons allowing users to make purchases without leaving the Instagram platform. See also "—If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption and use of mobile devices, our business could be adversely affected" below.

In addition, social media websites have introduced new dynamics into the competitive landscape. For example, with the emergence of social media, lack of customer satisfaction can more easily be shared with users of social media websites and be spread among a very large number of actual and potential readers, without us having any means of controlling the dissemination of, such unfavorable customer reviews. Negative publicity may significantly harm our reputation in the markets in which we operate.

We rely on information technology to operate our business and maintain our competitiveness. If we do not continue to innovate and provide tools that are useful to travelers, or fail to adopt technological developments or industry trends, we may not remain competitive, and our revenues and operating results could suffer.

We depend on the use of sophisticated information technologies and systems, including customized in-house technology and systems used to attract customers to our websites, for website front-ends and

mobile apps, product building and pricing, reservations, customer service, internal and external communications, procurement, payments, fraud detection, administration and reporting. As our operations grow in size, scope and complexity, our success depends on our continued innovation, and our ability to improve and upgrade our systems and infrastructure and to provide features and functionalities that make our websites and mobile apps user-friendly for travelers, particularly around our Prime offering. Our competitors are constantly developing innovations in online travel-related products and features.

Our technology needs to keep up with changes in our suppliers' inventory. For example, increasingly, travel products are sold on an unbundled basis (where an airline charges for the component parts of a flight (seat type/seat selection, tax, luggage and so forth) separately). This industry trend affects our Direct Connect products in particular and requires our technology to keep pace with these new pricing features.

Moreover, the increased use of mobile devices could enable device companies that have substantial market shares in the mobile devices industry and that control the operating systems of these devices, such as Apple and Google's Android, to compete directly with us. Apple and Google have more experience producing and developing mobile apps and have access to greater resources than we have. To the extent Apple or Google, including Google Flight, use their mobile operating systems or app distribution channels to favor their own travel service offerings, our business could be adversely affected. To be competitive in the mobile business requires us to develop specific software and applications under a variety of new platforms and operating systems, which are generally expected by our customers to offer the same features and to be as easily and intuitively operated as desktop interfaces. If we are not competitive on this front, we may lose market share as customers increasingly make their bookings on online devices. This poses significant challenges and requires us to make significant efforts to achieve these goals, including continuing to improve the functionalities of our mobile apps for our customers across all brands and markets.

As a result of the above, we must continue to invest significant resources in research and development in order to continually improve the speed, accuracy and comprehensiveness of our products. If we are unable to continue offering innovative products, we may be unable to attract additional users or retain our current users, which could adversely affect our business, results of operations and financial condition. Expanding our systems and infrastructure to meet any projected future increases in business volume may require us to commit substantial financial, operational and technical resources before those increases materialize, with no assurance that they actually will. Delays or difficulties in implementing new or enhanced systems or products may keep us from achieving the desired results in a timely manner, to the extent anticipated, or at all, and we may also be unable to devote adequate financial resources to develop or acquire new technologies and systems in the future, which could have an adverse impact on our business, financial condition and results of operations.

If we are not able to keep up with rapid technological changes or fail to address the challenges presented by recent trends in consumer adoption and use of mobile devices, our business could be adversely affected.

The markets in which we compete are characterized by rapidly changing technology, evolving industry standards, consolidation, frequent new service announcements, introductions and enhancements and changing consumer demands. These market characteristics are heightened by the progress of technology adoption in various markets, including the continuing adoption of the Internet and online commerce in certain geographies and the growth of the use of smartphones and tablets for mobile e-commerce transactions, including through the increasing use of mobile apps. For example, we believe travel transactions will continue to grow rapidly on mobile platforms and may gain acceptance on social and flash-sale platforms. As a result, our future success will depend on our ability to adapt to rapidly changing technology, to adapt our products to evolving industry standards and to continually improve the performance, features and reliability of our service in response to competitive service offerings and the rapidly evolving consumer trends and demands. We may not be able to keep up with these rapid technological changes or may fail to adequately address the challenges presented by the evolving marketplace.

In particular, as a result of the widespread adoption of mobile devices coupled with the improved web browsing functionality and development of apps available on these devices, we continue to experience a significant shift of business to mobile platforms and our advertising partners have also experienced a rapid shift of traffic to mobile platforms. Our major competitors and certain new market entrants are increasingly offering and updating mobile apps for travel-related products and other functionality.

Approximately 56% of our flight Bookings were made on average through mobile devices in the year ended March 31, 2021, compared with approximately 44% on average in the year ended March 31, 2020. We believe that mobile bookings continue to present an opportunity for growth and that it will be increasingly important for us to effectively offer our products through mobile apps and mobile optimized websites on smartphones and other mobile devices. Consumer adoption and use of mobile devices have created new challenges for our business. For example, revenue earned on a mobile transaction may be different to that earned in a typical desktop transaction due to different consumer purchasing patterns. For instance, on average, basket value is lower on Mobile than on Desktop driven by a lower proportion of long haul flights and/or lower number of passengers per booking. Furthermore, given the device sizes and technical limitations of mobile devices, mobile consumers may not be willing to download multiple apps from multiple travel service providers and instead prefer to use one or a limited number of apps for their mobile travel activity. As a result, the consumer experience with mobile apps as well as brand recognition and loyalty have become increasingly important.

As a result, we spend, and intend to continue to spend, significant resources maintaining, developing and enhancing our services and infrastructure, including our mobile optimized websites, and our mobile apps and other technology. If we are unable to continue to rapidly innovate and create new, user-friendly and differentiated mobile offerings and efficiently and effectively advertise and distribute on these platforms, or if our mobile apps are not downloaded and used by travel consumers, we could lose market share to existing competitors or new entrants and our future growth and results of operations could be adversely affected.

Some of our current and potential competitors, including large traditional travel service providers, may be better placed to exploit rapid technological changes or to address the challenges presented by recent trends in consumer adoption and use of mobile devices. Our current and potential competitors may develop technology similar to or better than ours, which could result in us losing our competitive advantage over time and negatively affect our overall competitive position. Increased competition may result in reduced operating margins, as well as loss of market share, brand recognition and competitiveness, which could have a material adverse effect on our business, financial condition and results of operations.

A substantial portion of our revenue is generated by our flight activities. Changes in customer patterns with respect to these products may adversely affect us.

A substantial portion of our revenue depends on our supply of flight mediation services and, to a lesser degree, hotel nights, Dynamic Packages and car rentals. Although we also sell products such as train tickets, vacation packages, and activities through certain of our websites, these sales only account for a limited portion of our revenue. Changes in consumer patterns leading to an increased preference for substitute products, such as train and bus tickets or non-regulated lodging alternatives such as vacation rentals, could adversely affect us. In particular, high-speed train networks are rapidly expanding in Europe and have taken segment share from short-haul flights, principally within domestic markets. If these trends were to continue and we fail to achieve sales of such substitute products in volumes similar to our current flight and hotel sales volumes, this could have a material adverse effect on our business, financial condition and results of operations.

In certain markets our business is also impacted by an increasing number of ESG related legislative initiatives, in particular with respect to short haul travel. For instance, in April 2020, the French Government announced its decision to ban short-haul domestic flights to reduce France's CO2 emissions. This decision by the French Government has affected flight routes where an alternative method of transportation, such as a high-speed rail connection, is available. Although the impact of this decision on our business remained limited to date given we also offer many of the alternative travel options for short haul travel through our platform in France, similar initiatives in France and other markets could have a significant adverse effect on our business.

A significant proportion of our business is in France and, to a lesser extent, Germany , Spain and Italy and elsewhere in Europe. Difficult macroeconomic circumstances in Europe, in particular France, Germany, Italy or Spain, could cause a decline in the demand for travel products and adversely affect our results of operations.

Our operations are principally in Europe, and France is our most important market. In the years ended March 31, 2020 and 2021, France accounted for 27% and 34% of our Revenue Margin, respectively. Accordingly, changes in the demand for travel products in France, including as a result of COVID-19 and

the other factors discussed above and elsewhere in these risk factors, may have a significant impact on our overall results. In addition, Germany, Italy and Spain are important markets for us which all have been severely impacted by COVID-19 and the effects of COVID-19 and another economic downturn in the future more generally could impact their economies as well as our business in these countries. A decrease in GDP and the corresponding contraction in consumers' discretionary spending on travel in these countries could negatively affect our results of operations in those markets. Our results of operations may be adversely affected if difficult macroeconomic circumstances in these countries or other countries in which we operate cause a sustained or significant fall in the demand for travel products.

Our business depends on the quantity of travel products made available to us by, and our relationships with, our suppliers and supplier intermediaries, particularly our GDS partner, and a decrease in the products we can sell or an adverse change in these relationships or our inability to enter into new relationships could negatively affect our access to travel offerings and have a material adverse effect on our business, financial condition and results of operations.

Our ability to conduct our business generally depends on the quantity of flight seats made available for purchase by travel suppliers, such as airlines, and supplier intermediaries, and the price at which they offer such seats. Both parameters are materially affected by factors outside our control, such as cancellations of routes to certain destinations due to the COVID-19 pandemic and other effects of the COVID-19 pandemic (including social distancing requirements and other measures to prevent the spread of the COVID-19 virus), prices for jet fuel, government regulation, taxes or timetable constraints, any of which could lead to reductions in seat supply. Reductions in overall seat supply could adversely affect the quantity of products we are able to sell and, consequently, our business, financial condition and results of operations.

An important component of our business success depends on our ability to obtain, maintain and expand relationships with travel suppliers and supplier intermediaries, which can be difficult. Maintaining and expanding such relationships is important for our revenue generation because a substantial portion of our Revenue Margin 10% in the year ended March 31, 2021 and 14% in the year ended March 31, 2020 is derived from commissions, incentive payments and fees negotiated with our travel suppliers, our GDS partner and hotel aggregators with which we have entered into formal relationships. See also "—A substantial portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations" below.

Where we have formal relationships with travel product suppliers, the conditions under which we sell their products through our websites may require ongoing negotiations to maintain these contracts, which may be time-consuming, prove unsuccessful and lead to disputes. For example, airlines blocking us from their content or prohibiting us from disclosing Prime prices for their tickets would create significant obstacles for us. See "Business—Litigation and Disputes." There can be no assurance that litigation will not prevent some or all of our websites from being able to sell certain travel products in the future. In certain circumstances, and depending on the terms of any applicable court ruling or settlement, although we may be able to access a suppliers' public website directly, there can be no guarantee that such direct connection will be legally or technically feasible. Any such access will be subject to the risks described in "—We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and certain of such suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products" below.

In addition, certain of our formal agreements with airlines may limit our ability to access their products in certain markets or combinations of certain products in certain markets in which they operate their business.

Although we source our inventory from a variety of suppliers, it is critical for us to maintain our existing relationships with our GDS partners. We also depend on existing arrangements between suppliers and supplier intermediaries, such as full content agreements entered into between certain airlines and GDS providers and NDC outside of the traditional GDS environment). From time to time, we seek to renegotiate or change the terms of such existing arrangements in a manner that is beneficial to us, but we may not be successful in obtaining such beneficial terms and may be required to recognize costs or expenses or pay a penalty in connection with the termination of existing arrangements. In addition, any amendment or termination of our relationships with our GDS partners or of full content agreements between suppliers and supplier intermediaries could significantly limit our ability to offer certain flight mediation services to our customers and have a material adverse effect on our business, financial condition and results of

operations. In addition, in certain cases, we rely on a limited number of suppliers for our supply of certain travel products. A significant reduction on the part of any of our major suppliers of their participation in our system for a sustained period of time or their complete withdrawal could have a material adverse effect on our business, financial condition and results of operations.

We also rely on a limited number of white-label sourcing partners for hotel bookings and car rentals to make their services available to our customers through our website. We source substantially all of our inventory of hotel rooms or other accommodations and car rentals from these white-label sourcing partners. In general, our arrangements with our white-label sourcing partners do not require them to make available on our website any specific quantity of hotel room reservations or car rentals, or to make hotel room or accommodation reservations or car rentals available in any geographic area or at any particular price. Any amendment or termination of our relationships with any of our white-label sourcing partners, as well as any inability or unwillingness on the part of any of our white label sourcing partners to perform their obligations, could significantly limit our ability to offer certain hotel rooms or other accommodations and car rentals through our website, divert our customers' demand for our white-label sourcing partners' products to competitors' websites and have a material adverse effect on an important revenue stream for us.

We do not have relationship agreements with certain suppliers, including ones whose products we mediate, and certain of such suppliers have sought to block our supply of their products using legal and technical means or sought to otherwise influence or restrict how we distribute their products.

We have formal agreements with GDS providers and content aggregators, pursuant to which we request information and facilitate bookings by our customers of products distributed by such GDS provider. In addition, we have formal relationship agreements with many of our airline suppliers pursuant to which we sell their products by connecting our customers directly to their proprietary inventory systems using our Direct Connect technology. However, we do not have formal agreements with certain of our suppliers, including certain low-cost airlines, although we are currently able to use our Direct Connect technology to access such suppliers' products by connecting our customers directly to their public websites.

In the past, some of these travel suppliers with whom we do not have a formal agreement have attempted to prevent or restrict us from accessing their inventory through both technological and legal means. In particular, certain airlines are striving for exclusivity of their online supply and have taken steps to prevent us from selling their products, including legal action against OTAs, including us, to prevent the offering of their products on third-party websites. Such suppliers have also employed technical means to seek to prevent OTAs from selling their products through, among other means, changing the configurations of their websites, their booking or on-line check-in processes. For example, Ryanair regularly used technologies to restrict OTAs from accessing its website via automated algorithms. Although the software set up by Ryanair no longer restricts us from accessing its website, there is no guarantee that Ryanair or any other airlines will not put in place a similar technology in the future, thereby restricting our access to its products. In October 2014, British Airways and Iberia removed their fares from three of our websites for less than a day. Although these removals did not impact our trading volumes, there can be no assurance that any such removal of fares by any of our suppliers in the future would not adversely affect our operations. So far, we have been able to limit the effect of such legal or technical measures, but we cannot guarantee that we will be able to continue to do so in the future. If we fail to limit the effect of any such legal or technical measures we could experience a material adverse effect on our business, financial condition and results of operations.

The development and maintenance of Direct Connect software is technologically challenging. If the desire of certain suppliers to distribute their products exclusively leads to more airlines developing systems and processes that prevent third-party booking systems, including ours, from offering real-time availability, this could lead to loss of connectivity and a consequential loss of bookings by our business.

In previous years, Lufthansa, Iberia and British Airways and Air France KLM introduced a booking surcharge for any booking made through a GDS instead of through their own new distribution capability. In addition, IT connections to travel suppliers with whom we do not have a relationship agreement in general are often less stable and more prone to failure than connections to suppliers with whom we have a relationship agreement or to GDSs. In the past, our booking platforms have been unable to connect directly to the public websites of certain suppliers due to technical issues related to connectivity, as a result of which we were unable to sell that supplier's travel products for a period of several days. Although

we have been able to re-establish connections in the past, there can be no assurance that we will be able to do so in the future or that any loss of connectivity will not be for an extended period.

Any failure in such connection or changes in the legal or technical conditions that allow us to access such supplier's inventory could harm our reputation with customers and could have a material adverse effect on our business. In addition, if litigation or technological advancement impedes our ability to offer our customers the broadest selection of travel options possible, we could lose our competitive advantage in providing the best all-in fares and a broad range of travel products and our business would be adversely affected.

Our ability to earn service fees in the future may be limited.

Although we have generally been able to maintain a high level of service fees for our products, our ability to charge our customers service fees in the future may be limited due to competition, consumer resistance to paying such service fees, tightening of, or changes in, consumer protection legislation such as relating to charges that can be imposed on the use of certain payment methods, and/or a potential structural market change similar to the one that the U.S. market has undergone, among other factors. In the U.S. market, where the concentration of travel suppliers is higher than in Europe and overall market complexity is lower than in Europe, OTA service fees were removed to create a "level playing field" with respect to prices offered on supplier sites, which traditionally did not levy any service fees for an online booking. This change adversely affected the overall margins that U.S. OTAs were able to earn. We believe the inherent complexities of the European markets (multiple languages, tax regimes and regulations as well as the less concentrated airline landscape) provides more scope for us to earn service fees if we are able to continue to offer attractive all-in prices to our customers, which is and will continue to be critical to our ability to earn service fees. Reductions in our ability to earn service fees could have a material adverse effect on our business, financial condition and results of operations. While we believe the rollout of our Prime subscription program will result in a more stable source of revenue through recurring subscription fees, competitors may launch similar imitations, forcing us to reduce the price of the subscription fee and there is no guarantee that our Prime model will remain successful, or that we can continue to earn stable and recurring revenue from the subscription fees.

A substantial portion of our revenue is derived from commissions, incentive payments and fees negotiated with our travel suppliers and supplier intermediaries; any reductions or eliminations of such commissions and payments could adversely affect our business, financial condition and results of operations.

We derive a substantial portion of our Revenue Margin from our relationships with suppliers 10% and 14% for the years ended March 31, 2021 and 2020, respectively), in particular, from commissions and incentive payments negotiated with travel suppliers for bookings made through our websites. We also rely on fees paid to us by our GDS partners, Amadeus, Travelport and hotel aggregators, which fees are determined based on various volume measures such as flight segments (which corresponds to the number of seats sold on each individual flight, whether or not part of a multi-flight journey), Bookings or Gross Bookings.

Many of the formal agreements we have entered into with travel suppliers and supplier intermediaries are short-term contracts, providing our counterparties with a right to terminate at short notice or without notice. In certain cases we have entered into long-term agreements. In particular, we have entered into a 10-year non-exclusive agreement with Amadeus in 2011, for which we signed an amendment in August 2019 (effective as January 1, 2021) to extend the term of the agreement until 2025.

In fiscal year 2021, we also implemented a second GDS. In December of 2019, we entered into a five year contract with Travelport, effective June 30, 2020. Revenue generated under our contracts with Amadeus and Travelport represents a substantial portion of our revenue. Even when we have long-term agreements in place, no assurances can be given that our GDS partner or travel suppliers will not reduce or eliminate compensation or incentives paid to us, attempt to charge travel agencies for content, credit or debit card fees or other services, or otherwise attempt to change the financial terms of our agreements, any of which could reduce our revenue and margins, thereby adversely affecting our business, financial condition and results of operations.

Some of our agreements with travel suppliers or supplier intermediaries subject us to certain risks and any significant drop in the volume of transactions, resulting in a decline in incentives or commissions, could have a material adverse effect on our revenue and on our cash flow. For example, under some of

these agreements, including some incentive agreements with airlines, we are only entitled to receive sales incentives if we meet certain minimum sales thresholds. In addition, pursuant to our agreement with Amadeus, any shortfall in the volume of products sold compared to the annual target under this agreement will require us to reimburse part of the advance payment received from Amadeus under this agreement. Furthermore, we may be liable to penalties under our agreement with GDS Travelport if we fail to meet certain volume threshold we committed to under the agreement.

To the extent any of our travel suppliers reduces or eliminates the commissions or incentive payments it pays to us, our revenue may be reduced unless we are able to adequately offset such reduction by increasing the service fees we charge to our customers in a sustainable manner. However, any increase in service fees may also result in a loss of potential customers. Furthermore, our arrangement with travel suppliers may limit the amount of service fees that we are able to charge our customers.

In addition, there has been a customer trend towards Direct Connect flight products and away from flight products sourced from GDSs. This has had an adverse effect on our average Revenue Margin per Booking, because in the case of certain Direct Connects we do not receive commission from travel suppliers or incentives from our GDS partner, which are another important revenue stream for us. Although we have been successful in responding to lower incentives payments (particularly from airlines) by growing our other sources of revenue, notably through our Prime subscription model, there can be no assurance that we will be able to continue to maintain or increase our revenue from customers while remaining competitive. In addition, in the past, some airlines have applied GDS surcharges to bookings done through GDS (see also "—*We operate in an increasingly competitive environment, and we are subject to risks relating to competition that may adversely affect our performance*"). Other airlines may follow this new commercial strategy, which would change the distribution system in the industry. Although we expect that our Direct Connect flight products would still be available with such airlines without the additional charges, there can be no assurances that any such charges would not lower the demand for tickets purchased through GDSs, and thereby adversely affect our business.

Our business could be negatively affected by changes in search engine algorithms and search engine relationships.

We utilize to a significant extent Internet search engines, principally through the purchase of travel-related keywords, in particular on Google, and inclusion in Metasearch results, to generate traffic to our websites. The purchase of travel-related keywords consists of anticipating what words and terms consumers will use to search for travel on Internet search engines and then bidding on those words and terms in the applicable search engine's auction system. We bid against other advertisers for preferred placement on the applicable Internet search engine's results page. Search engines, including Google, frequently update and change the logic that determines the placement and display of results of a consumer's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. Google or other search engines might change their search algorithms or increase their prices in the future, which may adversely impact our business.

We also generate a significant proportion of our Bookings on our websites from "free traffic" resulting from customers clicking a non-paid results link in Google or another search engine. Our positioning on such search engine's search results depends on algorithms designed by the various search engine providers such as Google and based on various criteria including, in particular, the historical level of traffic on our websites and the absence of any links between our websites and websites deemed to be malicious. As a result, if search engine providers such as Google change their search algorithms in a manner that is competitively disadvantageous to us, whether to support their own travel-related services or otherwise, or the criteria used by search engine providers result in lower positioning for our websites, our ability to generate traffic to our websites would be harmed, which in turn could adversely affect our business, market share and financial performance. In addition, if we fail to maintain our current strong levels of traffic and our search rankings fall as a consequence thereof, our free traffic would fall and our margins, business and financial performance could be adversely affected.

Furthermore, a significant amount of traffic is directed to our websites through our participation in pay-per-click and display advertising on Internet media properties and search engines whose pricing and operating dynamics can experience rapid change, both technically and competitively. If one or more of such arrangements are terminated or if competitive dynamics further impact market pricing in a negative manner, we may experience a decline in traffic on our websites which in turn could adversely affect our margins, business, financial condition and results of operations.

Moreover, changes in our relationships with certain search engines, metasearch or affiliate partners that feature links to our sites could limit our access to customers at a reasonable cost, which in turn could adversely affect our margins, business, financial condition and results of operations.

We are exposed to risks associated with booking and payment fraud.

We have historically suffered, and expect to continue to suffer, from both external and employee-related fraud, which has impacted our results. For example, we have experienced periodic instances of significant attempted fraud, particularly in our Rest of the World markets, in the recent past. Although we have made significant investments with respect to fraud prevention and detection (including for contracting external supplementary fraud detection services and the rollout of a unified fraud detection system) and we have generally been able to detect and combat fraudulent schemes in an adequate manner, we cannot guarantee that we will be able to do so in the future.

We are liable for accepting fraudulent credit or debit cards or checks and are subject to other payment disputes with our customers for such sales. In instances in which we are unable to combat the use of fraudulent credit or debit cards or checks, we are liable vis-à-vis suppliers for the entire airfare (even when we do not bear inventory risk) and our revenue from such sales could be subject to automatic chargebacks related to fraudulent transactions from credit or debit card processing companies or demands from the relevant banks. As a direct consequence of the travel restrictions, the volume of cancellations and the increased likelihood of airlines running into financial difficulties, we have received significantly more chargebacks during the COVID-19 pandemic. This increased the risk of chargebacks negatively impacts our commission revenue. While we challenge unjustified chargebacks initiated by our customers and seek to recover chargebacks from booking cancellations from our suppliers, there is no guarantee that we will be successful in doing so.

Our ability to detect and combat increasingly sophisticated fraudulent schemes may be negatively impacted by the adoption of new payment methods, the emergence of new technology platforms such as smartphones and tablet devices and our expansion into emerging markets. Our fraud protection measures also result in our refusal of bookings to some legitimate customers, which results in lost revenue and dissatisfied users, and also involve significant direct compliance costs. If we are unable to effectively combat the use of fraudulent credit or debit cards on our websites, our results of operations and financial condition could be adversely affected.

Competition for advertising and metasearch revenue is intense and may adversely affect our ability to operate profitably.

Our websites compete for advertising revenue with large Internet portal sites, such as TripAdvisor and social media websites and mobile platforms that offer listing or other advertising opportunities for travel-related companies. Several of these market participants have significantly greater financial, technical, marketing and other resources and large client bases. In addition, we compete with other OTAs (such as Expedia or Priceline), newspapers, magazines and other traditional media companies that provide offline and online advertising opportunities. We expect to face additional competition as other established and emerging market participants enter the online advertising market. Competition could result in reduced margins on our advertising revenue.

We compete for metasearch revenue with large metasearch websites, such as Kayak/Momondo, Skyscanner, Jetcost, Trivago, and TripAdvisor as well as Google. We expect to face additional competition if other established and emerging market participants enter the metasearch market. Competition could adversely affect the Revenue Margin associated with this service.

If we are unable to compete effectively with current or future competitors as a result of these and other factors, our business could be materially adversely affected.

We may not be successful in executing initiatives to adopt new business models and practices and to optimize cost allocation or in otherwise implementing our strategies, including implementing our Prime subscription model and any strategic transactions such as mergers, acquisitions and joint ventures, and integrating any acquired businesses.

We continue to transform our business model and continue to seek to adapt our business to remain competitive, including through the implementation of our Prime subscription model, diversifying our supplier relationships, further developing distribution channels such as mobile, enhancing product quality and offering additional products and options to our customers, including new travel services beyond our

traditional offerings, as well as through optimizing cost allocation, improving the pricing display of our products, investing in expanding our business outside of our more established markets and developing new businesses. These endeavors may involve significant risks and uncertainties, including distraction of management from current operations, expenses associated with the initiatives and inadequate return on investments. These initiatives, and particularly the offering of new travel services or changes in our pricing display of our products, may require significant investments and/or result in Revenue Margin declines, which, in turn, could have a material adverse effect on our business, financial conditions and results of operations.

In addition, we have acquired, or invested in, a number of businesses in the past including the hotel booking platform TheWaylo.com ("Waylo"). We expect to continue to evaluate potential strategic or other acquisitions and transactions from time to time. There can be no assurance that we will be able to successfully complete any such transactions as this is subject to many factors which are beyond our control, including our ability to identify, attract and successfully execute suitable acquisition opportunities and partnerships. Any transactions that we enter into could be adverse to our financial condition and results of operations. In particular, acquisitions may affect our EBITDA margins depending on the acquisition cost and EBITDA contribution of the acquired assets or entity.

The process of integrating an acquired company, business or technology may create unforeseen operating difficulties and expenditures. The areas where we face risks include, among others:

- use of cash resources and incurrence of debt and contingent liabilities in funding acquisitions may limit other potential uses of our cash, including debt service;
- amortization expenses related to acquired intangible assets and other adverse accounting consequences, including changes in fair value of contingent consideration;
- impairment of goodwill or other intangible assets such as trademarks or other intellectual property arising from our acquisitions;
- expected and unexpected costs incurred in pursuing acquisitions, including identifying and performing due diligence on potential acquisition targets that may or may not be successful;
- difficulties and expenses in assimilating the operations, products, technology, privacy protection systems, information systems or personnel of the acquired company;
- challenges relating to the structure of an investment, such as governance, accountability and decision-making conflicts that may arise in the context of a joint venture or majority ownership investment;
- impairment of relationships with employees, suppliers, customers and affiliates of our business and the acquired business;
- the assumption of known and unknown debt and liabilities of the acquired company;
- costs associated with litigation or other claims arising in connection with the acquired company;
- failure to generate adequate returns on our acquisitions and investments, or returns in excess of alternative uses of capital; and
- entrance into markets in which we have no direct prior experience. See "—Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations" below.

We rely on the value of our brands, and any failure to maintain or enhance customer awareness of our brands could have a material adverse effect on our business, financial condition and results of operations. In addition, the costs of maintaining and enhancing our brand awareness are increasing and the strength of our brands is directly related to our cost of customer acquisition.

Our brands, image and reputation constitute a significant part of our value proposition. Our success over the years has largely depended on our ability to develop our brands and image as a leading online travel company across Europe. As we seek to continue to expand our business outside of our more established markets as part of our growth strategy, increasing the awareness, perceived quality and perceived different attributes of our brands and image outside European borders will be of significant importance to attract and expand the number of travelers that purchase our products.

Travelers expect that we will provide them with a large selection of quality travel products at low prices, and this reputation has strengthened our image and brands, fueling our expansion. Any event, such as

the poor quality of products provided by our travel suppliers (over which we have no direct control) and offered through our websites, that may not meet our customers' expectations, or the failure to reimburse for products not effectively provided, could lead to customer complaints, damage our image, reputation and/or brands and have a material adverse effect on our business, financial condition and results of operations. Our reputation could also be damaged if customer complaints or negative reviews of us or our activities were to be exchanged on public social networks' websites, whether made maliciously or based on experience with our products.

In addition, our main brands are key assets of our business and the strength of our brands is directly related to our cost of customer acquisition. We believe that maintaining and expanding such brands are important aspects of our efforts to attract and expand our user and advertiser base. Our expenditures to maintain our brands' value have been steadily increasing due to a variety of factors. These include increased spending from our competitors, the increasing costs of supporting multiple brands, expansion of our business outside of our more established markets and in products where our brands are less well-known, inflation in media pricing including search engine keywords, changes in Google search algorithms leading to increased spending on search engine keywords and the relative traffic share growth of search engines and metasearch engines. We have spent considerable financial and human resources to date on the establishment and maintenance of our brands, and we will continue to invest in, and devote resources to, advertising and marketing, as well as other brand-building efforts to preserve and enhance consumer awareness of our brands.

There is no assurance that we will be able to successfully maintain or enhance consumer awareness of our brands. Even if we are successful in our branding efforts, such efforts may not be cost-effective. If we are unable to maintain or enhance consumer awareness of our brands and generate demand in a cost-effective manner, it would negatively impact our ability to compete in the travel industry and would have a material adverse effect on our business. As new media, such as social media, and devices, such as smartphones and tablet devices, continue to develop, we will need to expend additional funds to promote our brand awareness on such media and devices. If we are unable to adapt to such new media forms and devices, we may lose online travel segment share, which would have a material adverse effect on our business. See also "—We may not be able to protect our intellectual property effectively from copying and use by others, including current or potential competitors" below.

Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations.

We have a presence in 45 countries. Our principal operations, in order of Bookings, in Europe, are in France, Germany, Spain, Italy, the United Kingdom, Italy, the Nordics and Portugal. Outside of Europe, we are present in a number of large countries, including the United States, Canada, Australia, Mexico and Colombia and we seek to expand our operations both in transactional and subscription businesses in these countries. We face complex, dynamic and varied risk landscapes in the countries in which we operate. To achieve widespread acceptance as we enter countries and markets that are new to us, we must continue to tailor our products and business model to the unique circumstances of such countries and markets, including travel supplier relationships, traveler preferences and adding new languages to our website interfaces. Local laws and regulations and business practices that favor local competitors or prohibit or limit foreign ownership of certain businesses can make it difficult to enter and grow in such countries and markets. In each new market that we enter we will need to address the particular economic, currency, political and regulatory risks associated with such new markets, which may include, among other things, finding new acquisition partners, hiring and training new call center staff with local language skills and an understanding of the local market, adapting to new payment methods frequently used in the market to be entered, implementing new fraud systems and processing additional currencies.

Learning the customs and cultures of various countries, particularly with respect to travel patterns and practices, and subsequently integrating our operations across different cultures and languages, can be difficult, costly and divert management and personnel resources. In particular, establishing effective payment systems in the countries and markets we enter can be time-consuming and challenging. To compete in certain international markets we have in the past, and may in the future, adopt locally preferred payment methods, which may increase our cost and risk of fraud. Our failure to adapt our practices, internal systems and processes and models effectively to traveler and supplier preferences of each country into which we expand could slow our international growth.

Operating globally also exposes us to numerous and sometimes conflicting legal, regulatory and tax requirements. In many parts of the world, including countries in which we operate, practices in the local

business communities might not conform to international business standards. These legal and regulatory requirements and standards may change in response to the COVID-19 pandemic, and there may be greater uncertainty as to the interpretation and enforcement of applicable laws and regulations, including those introduced in response to the COVID-19 pandemic. We cannot guarantee consistent interpretation, application, and enforcement of rules and regulations put in place in response to the COVID-19 pandemic, which could place limits on our operations or increase our costs, as well as negatively impact our future growth strategies in our key growth markets. We must adhere to policies designed to promote legal and regulatory compliance as well as applicable laws and regulations. However, we might not be successful in ensuring that our employees, agents, representatives and other third parties with whom we associate throughout the world properly adhere to them. In addition, we may be exposed to the risk of penalties and other liabilities if we fail to comply with all applicable legal and regulatory requirements, including those introduced in response to the COVID-19 pandemic, which may be subject to frequent and rapid change. Failure by us, our employees or any of these third parties to adhere to our policies or applicable laws or regulations could result in penalties, sanctions, damage to our reputation and related costs, which, in turn, could negatively affect our results of operations and cash flows.

In addition, when we enter new markets and/or seek to become a new distribution partner for airlines with which we have no existing relationships, we are typically required to undergo a lengthy application process while we seek to obtain respective IATA and/or ARC accreditation. In the majority of cases, there is no guarantee that we will ultimately become a distribution partner and be granted access to all brand/market combinations of the respective airline.

We expect to continue to face ongoing and additional risks in international operations from jurisdiction to jurisdiction. These risks may include:

- local economic or political instability;
- threatened or actual acts of terrorism;
- regulatory requirements, including data privacy requirements, consumer protection and retail regulations, labor laws and anti-competition regulations, and our general ability to comply with local laws and regulations and compliance costs associated therewith;
- diminished ability to legally enforce our contractual rights;
- longer payment cycles;
- increased risk and limits on our ability to enforce intellectual property rights;
- increased risk of Internet and particularly credit or debit card fraud;
- possible preferences by local populations for local providers;
- currency exchange restrictions and exchange rate fluctuations;
- financial risk arising from transactions in multiple currencies, including our failure to adequately manage those risks;
- restrictions on our ability to repatriate cash and earnings as well as restrictions on our ability to invest in our operations in certain countries;
- slower adoption of the Internet as an advertising, broadcast and commerce medium in those markets as compared to the jurisdictions in which we currently operate;
- increasing labor costs due to high wage inflation in foreign locations, differences in general employment conditions and the degree of employee unionization and activism; and
- difficulties in managing staffing and operations due to distance, time zones, language and cultural differences.

If we are not able to effectively mitigate or eliminate these risks, our results of operations could be materially and adversely affected.

We rely on third parties for certain services and systems, and any disruption or adverse change in their businesses could have a material adverse effect on our business.

We rely on third-party service providers for certain customer care, fulfillment, processing, systems development, technology and other services and we may in the future migrate additional services to outsourcing providers. In addition to relying on GDS and the electronic central reservation systems of the

airline, hotel, cruise and car rental industries, we currently rely on certain third-party computer systems, service providers and software companies in order to:

- process credit or debit card payments, including fraud prevention and detection systems;
- provide computer infrastructure critical to our business, including hosting, internet bandwidth and firewall protection;
- provide reporting data, including data analysis and benchmarking;
- facilitate customer acquisition, including agreements with metasearch engines;
- perform call center and online customer support services; and
- provide certain accounting and administrative support.

In addition, we have outsourced all of our call center operations for customer services to third party-providers.

If any of our third-party service providers, or any future third-party service provider, experiences difficulty in meeting, or fails to meet, our requirements for quality and customer services standards or the requirements or standards of governmental authorities, in particular in relation to compliance with regulatory initiatives relating to privacy and data protection (including the European Union's General Data Protection Regulation (2016/679) ("GDPR")) or cybersecurity, our reputation could suffer and our business and prospects could be adversely affected. Our operations and business could also be adversely affected if any of these third-party service providers, in particular one of our technology partners, experience any system or other operational interruptions. In addition, if these third-party service providers were to cease operations, temporarily or permanently, or face financial distress or other business disruption, we could suffer increased costs and delays in our ability to provide similar services until an equivalent service provider is found or we develop replacement technology or operations. Some of our agreements with third-party service providers can be terminated by those parties on short notice and, in many cases, provide no recourse for service interruptions. Such an event could have a material adverse effect on our business, financial condition and results of operations. Termination of any contract with our outsourcing service providers could cause a decline in the quality of our services and disrupt and adversely affect our business, results of operations and financial condition if we are unable to find alternative outsourcing service providers on commercially reasonable terms and on a timely basis or if the replacement outsourcing service providers do not meet our quality requirements. If we fail to replace any such defaulting service provider, this could result in our inability to access a particular source of revenue and, as a result, our revenue could be adversely impacted. Furthermore, any transition of services currently provided by us to an outsourcing provider could result in labor-related costs or disruptions. Any disruption or adverse change in the businesses of our third-party providers for certain of our services and systems, could have a material adverse effect on our business.

System interruption and lack of redundancy may cause us to lose customers or business opportunities.

We rely on our own and our suppliers' computer systems to attract customers to our websites and apps and to facilitate and process transactions. Our and our suppliers' inability to maintain and improve our respective information technology systems and infrastructure may result in system interruptions. Like many online businesses, we and our suppliers have experienced and may in the future experience system interruptions. Any interruptions, outages or delays in systems we utilize or deterioration in their performance could impair our ability to process user traffic and transactions and decrease the quality of products that we can offer to travelers. The costs of enhancing infrastructure to attain improved stability and redundancy may be time-consuming and expensive and may require resources and expertise that are difficult to obtain. We also may not achieve the benefits that we anticipate from any new system or technology, such as fuel abatement technologies, and a failure to do so could result in higher than anticipated costs or could impair our operating results. We have outsourced our data processing and hosting facility in Barcelona, Spain and the volume of data traffic routed through this facility has been significantly reduced over the past three years as we have migrated 96% of our IT infrastructure to Cloud service providers.

We may be affected by fire, flood, earthquakes or other natural disasters (including due to the effects of climate change), power loss, telecommunications failure, physical break-ins, acts of war or terrorism, acts of God, malware attacks (including ransomware attacks affecting us or our suppliers), electronic intrusion attempts from both external and internal sources and similar events or disruptions. These may

impact, damage or interrupt our or our suppliers' computer or communications systems or business processes or data at any time. For example, in the past, we and our suppliers have experienced security intrusions and attacks on our systems for fraud or service interruption (including "denial of service" attacks) that have made portions of our websites and our internal systems slow or unavailable for periods of several hours. Although we have taken measures to protect certain portions of our facilities, assets and data, if we or our suppliers were to experience frequent or persistent system failures or security breaches, such events could significantly curtail our ability to conduct our businesses and generate revenue, and our reputation and brands could be harmed.

Security intrusions and attacks are likely to become more difficult to manage as we expand the number of jurisdictions in which we operate and as the tools and techniques used in such attacks become more advanced. In addition, companies that we may acquire in the future may employ security and networking standards at levels we find unsatisfactory. The process of enhancing infrastructure to improve security and network standards may be time-consuming and expensive and may require resources and expertise that are difficult to obtain. Acquisitions could also increase the number of potential vulnerabilities and could cause delays in detection of an attack, or the timelines of recovery from an attack.

While we have backup systems and contingency plans for critical aspects of our operations or business processes, our disaster recovery or business continuity planning may not be sufficient. A breach of our, or our suppliers' IT systems could lead to the loss and destruction of trade secrets, confidential information, proprietary data, intellectual property, customer and supplier data, and employee personal information, and could disrupt business operations which could adversely affect our relationships with business partners and harm our brands, reputation and financial results. Our customer data may include names, addresses, phone numbers, email addresses and payment account information, among other information. Depending on the nature of the customer data that is compromised, we may also have obligations to notify users, law enforcement or payment companies about the incident and may need to provide some form of remedy, such as refunds for the individuals affected by the incident. We may have inadequate insurance coverage or insurance limits to compensate for losses from a major interruption, and remediation may be costly and have a material adverse effect on our financial condition and results of operations.

We rely on the performance of highly skilled personnel and our ability to attract and retain executives and other qualified employees is crucial to our results of operations and future growth. In addition, any significant disruption in our workforce or the workforce of our suppliers or third-party service providers could adversely affect us.

We depend substantially on the continued services and performance of our CEO Staff Members, other key executives and skilled personnel, particularly our information technology and systems, marketing, pricing, retail, finance and supplier relations professionals and country directors. Any of these individuals may choose to terminate their employment with us at any time and we cannot ensure that we will be able to retain the services of any CEO Staff Member or key employees, the loss of whom could seriously harm our business.

Competition for well-qualified employees in certain aspects of our business, including top management, software engineers, developers, marketing and supplier relationship managers and other business, finance and technology professionals, also remains intense. The specialized skills we require are difficult and time-consuming to acquire and, as a result, such skills are in short supply. We expect that this shortage will continue. A lengthy period of time is also required to hire and train replacement personnel and it takes time for newly recruited specialists to learn our systems and business and become productive.

An inability to hire, train and retain a sufficient number of qualified employees could materially hinder our business by, for example, delaying our ability to bring new products and services to market or impairing the success of our operations. Even if we are able to maintain our employee base, the resources needed to attract and retain such employees, as well as to update their skills as the technological demands of our industry change, may adversely affect our profits, growth and operating margins.

We are, and may be in the future, involved in various legal proceedings, the outcomes of which could adversely affect our business, financial condition and results of operations.

We are, and may be in the future, involved in various legal proceedings relating to allegations of our failure to comply with consumer protection, antitrust or competition regulations that involve claims or sanctions for substantial amounts of money or for other relief or that might necessitate changes to our business or operations.

Such legal proceedings include disputes with certain authorities relating to regulatory matters. The defense of any of these actions is, and may continue to be, both time-consuming and expensive. We cannot assure you that we will prevail in these legal proceedings or in any future legal proceedings and if such disputes were to result in an unfavorable outcome, it could result in reputational damage and have a material adverse effect on our business, financial condition and results of operations.

For a discussion of certain key legal proceedings relating to us, see "Business—Litigation and Disputes."

We may not be able to protect our intellectual property effectively from copying and use by others, including current or potential competitors.

Our success and ability to compete depend, in part, upon our technology and other intellectual property, including our brands. Our websites rely on content and technology intellectual property, much of which we regard as proprietary. We protect our logo, brand name, websites' domain names and our content and proprietary technology by relying on domain names, trademarks, copyrights, trade secret laws, patents and confidentiality agreements. While our subscription model Prime is protected by trademark, we are unable to obtain intellectual property protection on the concept of a travel subscription model.

However, not all of our intellectual property can be protected by registration. If someone else were to copy or otherwise obtain and use our proprietary technology or content without our authorization or to develop similar technology independently, our competitive advantage based on our technology could be reduced and may be eliminated. In addition, effective trademark, copyright, patent and trade secret protection may not be available in every jurisdiction in which our products are made available, and policing unauthorized use of our proprietary information is difficult and expensive. As we expand to new jurisdictions, some of which have less robust protections for intellectual property, the cost of protecting, and the risk of third-party infringement of, our intellectual property increases.

We cannot be sure that the steps we have taken will in all instances preserve our ability to enforce our intellectual property rights or prevent unprotected disclosure or misappropriation of our proprietary information. Unauthorized use and misuse of our intellectual property or disclosure of our proprietary information could have a material adverse effect on our business, financial condition and results of operations. In addition, although we seek to protect our intellectual property through confidentiality or non-disclosure agreements and agreements not to compete with us, these agreements typically have terms that end after several years. Furthermore, in the future we may need to go to court or other tribunals to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others, and the legal remedies available to us may not adequately compensate us for the damages caused by unauthorized use.

Claims by third parties that we infringe their intellectual property rights could result in significant costs and adversely affect our business and financial condition.

From time to time, we face claims that we have infringed the patents, copyrights, trademarks or other intellectual property rights of others. In addition, to the extent that our employees, contractors or other third parties with whom we do business use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. We endeavor to defend our intellectual property rights diligently, but intellectual property litigation is expensive and time-consuming and may divert managerial attention and resources from our business objectives. Successful infringement claims against us could result in significant monetary liability, including any indemnification due to travel suppliers for claims made against them. Such claims could also delay or prohibit the use of existing, or the release of new products, services or processes, and the development of new intellectual property. We could be required to obtain licenses to use the intellectual property that is the subject of the infringement claims, which may be expensive to obtain, and resolution of these matters may not be available on acceptable terms within a reasonable time frame or at all. Intellectual property claims against us could have a material adverse effect on our business, financial condition and results of operations, and such claims may result in a loss of intellectual property protections that relate to certain parts of our business.

Our processing, storage, use and disclosure of personal data may give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security.

In the processing of our traveler transactions, we receive and store a large volume of personally identifiable information, including credit card information, and we rely on information collected online for

purposes of advertising to visitors to our websites. Substantial or ongoing security breaches, whether instigated internally or externally on our systems or other Internet-based systems, could significantly harm our business, including our relations with our suppliers. We incur, and expect to continue to incur, substantial expense to protect ourselves against, and remedy, security breaches and their consequences. We rely on licensed encryption and authentication technology to effect secure transmission of confidential customer information, including credit or debit card numbers. However, advances in technology or other developments could result in a compromise or breach of the technology that we use to protect customer and transaction data.

It is possible that computer circumvention capabilities, new discoveries or advances or other developments, including our own acts or omissions, could result in a party (whether internal, external, an affiliate or unrelated third party) compromising or circumventing our security systems and stealing customer transaction/personal data or our proprietary information or cause significant interruptions in our operations. Moreover, cyber criminals targeting our customer transaction/personal data or our proprietary information are increasingly well-organized, experienced and dispose of significant resources. The persistence and sophistication of cyber threats highlights the importance of cyber risk management to our business and industry at large. For example, in the last few years, several major companies, including Alibaba, LinkedIn, Facebook, British Airways, Marriott International, Yahoo and Microsoft experienced high-profile security breaches that exposed their customers' and employees' personal information. We cannot guarantee that our security measures will prevent data breaches, or that third-party service providers will be successful in implementing security systems to prevent data breaches. Failure to improve our standards or a substantial data breach in any of our businesses, or in the systems of third parties upon which we rely, could expose us to a risk of loss or litigation and possible liability and could significantly harm our business. Our insurance may not be adequate to reimburse us for losses caused by security breaches. Security breaches could also damage our reputation and cause customers and potential customers to lose confidence in our security, which would have a negative effect on the value of our brands and the demand for our products. Moreover, public perception concerning general security and privacy on the Internet could adversely affect customers' willingness to use our websites. A publicized breach of security, even if it only affects other companies conducting business over the Internet, could inhibit the growth of consumers' willingness to provide private information or effect commercial transactions on the Internet and, therefore, demand for our products as a means of conducting commercial transactions.

Customer information is increasingly subject to legislation, regulation and industry policies in numerous jurisdictions around the world. As we expand the number of places where we operate, this subjects us to additional laws, regulations, rules and directives in various jurisdictions regarding data privacy and the collection, storing, sharing, use, processing, disclosure and protection of personal information and other data (including GDPR), the scope of which are changing, subject to differing interpretations, and may be inconsistent among countries or conflict with other rules. Some of these countries' laws and regulations regarding data privacy may not be as stringent as the GDPR. Furthermore, it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules, industry standards or our practices. The GDPR expands the rights of individuals to control how their personal data is processed, creates new regulatory and operational requirements for processing personal data (in particular, in case of a data breach), increases requirements for security and confidentiality, and provides for significant penalties for non-compliance, including fines of up to 4% of global annual turnover for the preceding financial year or €20 million (whichever is higher). Complying with varying jurisdictional requirements could increase the costs and complexity of compliance or require us to change our business practices in a manner adverse to our business and violations of data protection and privacy laws can result in significant penalties and damage to our brand and business. Failure to comply with the requirements of privacy and data protection laws, including GDPR, could adversely affect our business and financial performance. See also "—Our international operations involve additional risks and our exposure to these risks will increase as we further expand our international operations" above.

In addition, the EU Second Payment Services Directive (PSD2) has led to the increased application by payment services providers of "3D Secure" online payments technology, requiring customers to be redirected from our website to the payment services providers' website to complete the payment for our products, potentially resulting in fewer products sales in case of webpage redirect malfunctioning.

Our net results of operations could be negatively impacted by new legislation and different interpretation by tax authorities

We are generally subject to income tax, withholding tax, value added tax, payroll taxes and social security contributions and, in certain countries, to local business taxes on income or assets. The net result of our business is based on current tax rules (legislation, jurisprudence, regulations and interpretations by local tax authorities). A change in applicable income tax rates or, in general, of any tax rule or interpretation made by local tax authorities may impact our net results of operations. While there has been a trend to reduce the tax rates over the last decade, the countries in which we operate could either increase the applicable income tax rates and/or seek to enlarge the taxable basis to generate more tax revenue, e.g. to compensate for the effects of COVID-19 and/or the energy transition.

The application of tax laws, rules and regulations to our business is subject to interpretation by tax authorities. We rely on generally available interpretations of tax laws and regulations in the jurisdictions in which we operate. There can be no assurance that tax authorities take the position that our interpretations are accurate or that they are in agreement with their views, except in cases where tax authorities completed a tax audit of past periods and confirmed the correctness of our tax treatment in such periods as was recently the case in Spain (which is the main country where we currently operate our business). Similarly, we may, from time to time, implement certain changes in the way we organize and conduct our business operations to enhance efficient management of our business, the tax consequences of which may be viewed by the tax authorities of the relevant jurisdictions differently from us. This could result in an assessment by tax authorities, increasing our tax expense for past periods and may trigger penalties and interest for the underpayment of taxes.

Due to the effects of COVID-19 on our business we have incurred significant tax losses carried forward which can be offset against future taxable profits. Administrations may implement legislation with the aim to restrict the utilization of these tax losses, for example, by temporizing the utilization of the tax losses carried forward or by restricting the period during which tax losses can be utilized. The implementation of such restrictive rules regarding the utilization of tax losses may result in higher income tax expense than anticipated. Such restrictive rules have been implemented in Spain and will actually temporize the actual utilization of our recently incurred Spanish tax losses. Further, states tend to implement extended so-called “anti-base erosion” provisions with the aim of restricting the deduction of finance expenses in respect of tax payers’ financial debt. Although such measures have already been implemented in certain countries, these countries may further restrict the deduction of finance expense and other countries may implement similar measures. Many of these measures arise from the OECD’s Action Plan on Base Erosion and Profit Shifting, which includes proposals to prevent base erosion through interest expenses, for example through the use of related-party and third-party debt to generate interest deductions. Since we are significantly leveraged, any restriction of the deduction of our finance expense may adversely impact our future income tax expense, which would impact our results of operations.

Income tax is paid in the countries in which our operating companies are resident, irrespective generally of where our customers are located or where the travel services are actually purchased or consumed by our customers. The payment of income tax in the relevant countries in which we operate is based on the current internationally accepted tax rules and transfer pricing framework. The current rules, based on which taxable profits are allocated, may change or be interpreted differently in the future, which would result, for example, in taxable profits being (partly) allocated to countries where customers are located or where the travel service is actually consumed. This could lead to a re-allocation of taxable profits by tax authorities to other countries where less favorable tax rates and rules regarding the determination of taxable income are applicable. The allocation of our taxable profits to a different country mix may impact our future income tax expense, which would impact our net results of operations.

Whilst most OECD member states have recently agreed on a set of rules aimed at allocating taxable profits to destination countries, it is expected that we will not reach the threshold for the application of such rules to us.

In our present legal structure, we are able to distribute cash generated by the operating entities upstream, triggering no or only a minimal amount of withholding taxes. However, administrations may take measures that change withholding tax rates, the basis for withholding tax or the dividend exemption rules, or may interpret the current legislation, jurisprudence and regulations in a manner that disables the application of reduced withholding tax rates or dividend exemption rules. This may lead to an increase of our income tax expenses which would impact our net result from operations.

We operate in the travel industry which is subject to specific VAT rules. We primarily supply intermediation services to private customers who are not entitled to a recovery of VAT charged to them. This means that any VAT due on the services we render to our customers is generally a cost of the transaction. The increase of applicable VAT rates or the repeal of current VAT exemptions could result in an increase in the total aggregate prices of our products. This may cause a decrease in the demand for our products which may force us to decrease our margins in order to remain competitive. This may adversely impact our results of operations.

In our industry, tax authorities focus increasingly on the actual behavior of travel agents in addition to the contractual relationship between the travel agent and its customers to determine whether for VAT purposes the travel agent is a disclosed agent or deals in its own name with customers. This may have an impact on the determination of the country in which VAT is due as well as the basis on which VAT is due. While we believe that we take a prudent position in this respect, there can be no assurance that tax authorities will take the same view which may impact the amount of VAT which is due by us on the services which we render to our customers. Tax authorities of a certain country may consider that VAT is due in their country, for example because the customer is a resident of that country or because the travel service is deemed to be used and enjoyed in that country, whereas we take the view that VAT is not due in that country. Although tax authorities have generally not taken this position, if tax authorities were to successfully enforce this view, they may cause us to pay VAT that we currently do not collect from customers. Passing on additional VAT to customers may decrease the demand for our services and impact our results of operations. Whilst this is not a guarantee for future periods, the tax authorities of the main country in which we operate our business (Spain) have recently confirmed, in connection with a tax audit, that we applied the correct VAT treatment to our intermediation services.

We believe our tax position is true and accurate and we have taken a prudent position for the purpose of recognizing a provision for tax risks. However, the position taken by tax authorities based on tax audits or inquiries could be different from the position which we have taken. We have not implemented aggressive tax planning that is likely to be challenged by tax authorities. However there can be no assurance that tax authorities will not seek to impose additional taxes on our operations or that the administration of countries in which we operate will not alter tax codes to seek to impose higher taxes on our operations in the future. For a description of certain tax contingencies relating to us, see “Business—Litigation and Disputes—Tax Contingencies.”

This Offering Memorandum contains market data and economic and industry data which are based on assumptions from a pre-COVID-19 economic and social environment, many of which may be outdated or no longer apply in a post-COVID-19 economic and social environment, and such data may therefore no longer be accurate and are subject to a substantial degree of uncertainty.

The market data and economic and industry data presented in this Offering Memorandum include (i) data from independent third-party data providers, such as Phocuswright and Amadeus, as well as information we provided, i.e., proprietary market research and (ii) information and statements reflecting the providers’ of the market data reports knowledge and estimates of the industry and markets in which we operate, in each case, at the date of such market data reports. Most of such market data reports were commissioned prior to the outbreak of the COVID-19 pandemic. The COVID-19 pandemic is ongoing and, as shown by the emergence of coronavirus variants, continues to develop and, accordingly, its end cannot be predicted. In addition, these assessments did not take into account the long-term structural and other effects of this pandemic on global economic activity or the near-term and medium-term effects of the countermeasures adopted to contain its spread, including the travel restrictions and bans, the practice social distancing and quarantine advisories, even once these measures are lifted. For example, many businesses have gone bankrupt or have otherwise been discontinued and unemployment rates in our markets generally have increased significantly since the onset of the pandemic. Many employers have transitioned significant portions of their employees to working from home arrangements and several multinational employers have announced that they do not expect to resume full-time office arrangements for all of their employees once this pandemic has subsided, indicating significant structural economic changes due to the effects of the COVID-19 pandemic. Additional structural economic changes will likely emerge over the remainder of this pandemic, many of which we cannot yet anticipate. As a result, the post-COVID-19 economic and social environment in our markets will likely differ significantly from the pre-COVID-19 economic and social environment in our markets. Because most of these impending changes were unknown to the world, the market data reports referred to in this Offering Memorandum do not reflect the full potential ultimate impact of this pandemic and its consequences on the economy,

society and markets in which we operate. The data presented therein and used in this Offering Memorandum may therefore no longer be accurate and are subject to a substantial degree of uncertainty.

Our actual performance may differ materially from the targets included in this Offering Memorandum.

In this Offering Memorandum, we include certain targets relating to, among others, our financial outlook for fiscal year 2025 and, in particular, with respect to the number of Prime members, Cash Revenue Margin, Cash Marginal Profit, Cash EBITDA, Cash Marginal Profit, Prime ARPU, Variable Costs, Fixed Costs, Capital Expenditure and leverage. These targets constitute forward-looking information that is subject to considerable uncertainty. These targets are internal targets based on our fiscal year 2022—fiscal year 2025 business plan against which we measure our operational performance, specifically with respect to the transformation of our business model through Prime, and they should not be regarded as a guarantee of future results or otherwise as a representation by us or any other person that we will achieve these targets in any time period.

These targets are based on a number of assumptions and estimates, which, while considered reasonable by us on the date of this Offering Memorandum, are inherently subject to significant business, operational, economic and other risks and uncertainties, many of which are beyond our control, and which include assumptions regarding the following:

- the impact of COVID-19, vaccination rates and the lifting of travel restrictions;
- air travel market recovery;
- market share in the European air market and online;
- expansion in Rest of the World geographies;
- required Capital Expenditures;
- continued development of our technology platform and AI capabilities; and
- the value proposition to our customers.

Our actual business, results of operations and financial condition, the development of the travel industry and the macroeconomic environment in which we operate and the other factors referred to above, are subject to significant uncertainty and may differ materially from the targets included herein, and be more negative than anticipated.

In addition, the targets referred to in this Offering Memorandum do not include any third-party opinion on the possibility of achieving the results contained therein or on the reasonableness of the assumptions, estimates and hypotheses on which such targets are based. These targets are subject to significant uncertainty and should not be considered as a guarantee of future results.

As a result, our ability to achieve these financial targets is subject to such uncertainties and contingencies, and our actual financial condition and results of operations may be materially different from the financial targets that we have set for ourselves and included in this Offering Memorandum. See "*Forward-Looking Statements.*"

Risks Related to Our Financial Profile

Our statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect our reported results of operations and financial position.

The goodwill and other intangible assets recognized on our statement of financial position represented 61% and 29%, respectively, of our total assets as of September 30, 2021 and represented 64% and 30%, respectively, of our total assets as of March 31, 2021 (58% and 28%, respectively, as of March 31, 2020, and 55% and 25% respectively, as of March 31, 2019). These assets consist primarily of goodwill and identified other intangible assets associated with the Combination. Within other intangible assets, our principal assets are our brands (71% of total other intangible assets as of September 30, 2021, 70% as of March 31, 2021 and 69% and 71% as of March 31, 2020 and as of March 31, 2019, respectively) and software (28% of total other intangible assets as of September 30, 2021, 29% as of March 31, 2021 and 30%, and 28% as of March 31, 2020, and March 31, 2019, respectively). See Note 15 "Goodwill" and Note 16 "Other Intangible Assets" to our 2021 Consolidated Financial Statements for further information

regarding our goodwill and other intangible assets. Any further acquisitions may result in our recognition of additional goodwill or other intangible assets.

Under IFRS, we are required to amortize certain intangibles over the useful life of the asset and subject our goodwill and certain of our intangible assets to impairment testing rather than amortization. Accordingly, on at least an annual basis, we assess whether there have been impairments in the carrying value of our goodwill and certain of our intangible assets. If the carrying value of the asset is determined to be impaired, then it is written down to fair value by an impairment loss in the income statement. See "Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Goodwill, other intangible assets and impairments."

We recognized an impairment of goodwill of €65.2 million and an impairment of brands of €8.9 million in the year ended March 31, 2020. We recognized and an impairment of goodwill of €24.1 million and an impairment of brands of €6.3 million in the year ended March 31, 2021, linked to the deterioration of the Group's business due to the COVID-19 pandemic.

In addition, we capitalize and amortize the research and development costs of internally developed products for our operating platforms and related back office systems over the estimated useful lives of these products (generally four years; seven years in the case of the core of our One platform). If development projects fail to deliver anticipated results in line with our estimates and assumptions, then we may be required to write-down capitalized development costs, which could adversely affect our financial condition and results of operations.

An impairment or write-down of a significant portion of goodwill, other intangible assets or capitalized development costs could have a material adverse effect on our reported results of operations and our financial position.

Our significant leverage could affect our financial position and results and our ability to operate our business and raise additional capital to fund our operations.

We have a substantial amount of outstanding indebtedness with significant debt service requirements. Our debt generally bears interest at a fixed rate; however, debt under the Revolving Credit Facility bears interest at a floating rate. As of September 30, 2021, we had total Gross Debt of €501.6 million. See "Management's Discussion and Analysis—Liquidity and Capital Resources" and "Description of Other Indebtedness." These arrangements require us to dedicate a portion of our cash flow to service interest and to make principal repayments. Our significant leverage could have negative consequences, including:

- making it more difficult for us to satisfy our obligations with respect to our indebtedness, including restrictive covenants and borrowing conditions under our debt instruments, the breach of which could result in an event of default under those instruments;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing the availability of our cash flow to fund internal growth through working capital and Capital Expenditures and for other general corporate purposes;
- increasing our vulnerability, and reducing our flexibility to respond, to general adverse economic and industry conditions, including the effects of COVID-19;
- placing us at a competitive disadvantage compared to competitors that have less debt in relation to cash flow;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry;
- restricting us from exploiting certain business opportunities or making acquisitions or investments; and
- limiting, among other things, our ability to borrow additional funds or raise equity capital in the future, and increasing the costs of such additional financings if interest rates increase,

any of which could have a material adverse effect on our business, financial condition and results of operations.

We are subject to restrictive debt covenants that may limit our ability to finance our future operations and capital needs and to pursue business opportunities and activities.

The agreements governing our indebtedness contain various covenants, including those that restrict our ability to, among other things:

- incur or guarantee additional indebtedness and issue certain preferred stock;

- pay dividends and make certain other restricted payments;
- prepay or redeem subordinated debt or equity;
- make certain investments;
- create or permit to exist certain liens;
- sell, lease or transfer certain assets;
- engage in certain transactions with certain affiliates; and
- consolidate, merge or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis.

All of these limitations are subject to significant exceptions and qualifications. The covenants to which we are subject could limit our ability to finance our future operations and capital needs and our ability to pursue business opportunities and activities that may be in our interest. Certain of our debt instruments also require us to comply with certain affirmative covenants and certain specified financial covenants and ratios. Our Super Senior Credit Facilities require us to satisfy a specified financial ratio at certain specified dates. See "Description of Other Indebtedness." Our ability to meet this financial ratio can be affected by events beyond our control, including the effects of COVID-19, and we cannot assure you that we will meet them. A breach of any of those covenants, ratios, tests or restrictions could result in an event of default under our Super Senior Credit Facilities.

We will require a significant amount of cash to meet our debt obligations and to sustain our operations, which we may not be able to generate or raise. The COVID-19 pandemic has significantly increased this risk, may result in downgrades of our credit ratings in the future and may make it costlier or more difficult for us to obtain additional financing. Our ability to generate cash and access capital markets depends upon many factors, some of which are beyond our control, including the effects of the COVID-19 pandemic.

Our ability to meet our debt obligations and to fund our ongoing operations will depend on our future performance and our ability to generate cash, which to a certain extent is subject to general economic, financial, competitive, legislative, legal, regulatory and other factors, as well as other factors discussed in these "Risk Factors," many of which are beyond our control.

Historically, we have met our debt service and other cash requirements with cash flows from operations and borrowing facilities. Although we believe that our expected cash flows from operating activities, together with cash on hand and available borrowing facilities, will be adequate to meet our anticipated liquidity and debt service needs, we cannot guarantee you that our business will generate sufficient cash flows from operating activities or that future debt and equity financing will be available to us in an amount sufficient to meet our debt obligations or to fund our other liquidity needs. In particular, the effects of the COVID-19 pandemic through the date of this Offering Memorandum have significantly reduced our ability to generate cash, exacerbating the risk that the cash we generate may be insufficient to service our indebtedness. Furthermore, changes in customer behavior driven by the COVID-19 pandemic, such as the trend for customers to book their holidays with less lead time, also has made it more difficult for us to estimate the amount of cash that we should have available to service our indebtedness at any given time. We cannot predict whether, when or to what extent we will be able to reverse the impacts of the COVID-19 pandemic on our ability to generate cash.

See also "Management's Discussion and Analysis." The availability of financing depends in significant part on capital markets and liquidity factors over which we exert no control. In light of periodic uncertainty in the capital and credit markets, we can provide no assurance that we can access the capital or other financing markets on attractive or acceptable terms.

If our future cash flows from operations and other capital resources are insufficient to meet our debt obligations or to fund our liquidity needs, we may be forced to:

- reduce or delay our business activities and Capital Expenditures;
- sell assets;
- obtain additional debt or equity capital; or
- restructure or refinance all or a portion of our debt on or before maturity.

We cannot assure you that we would be able to accomplish any of these alternatives on a timely basis or on satisfactory terms, if at all, or that those actions would yield sufficient funds to satisfy our obligations under our indebtedness.

In particular, our ability to restructure or refinance our debt will depend in part on our financial condition at such time as well as on many factors outside of our control, including then-prevailing conditions in the international credit and capital markets. Any refinancing of our debt could be at higher interest rates than our current debt and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest or principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit ratings, which could harm our ability to incur additional indebtedness.

In the absence of operating results and resources sufficient to service our indebtedness, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet debt service and other obligations. The terms of our indebtedness, including the Super Senior Credit Facilities, restrict our ability to transfer or sell assets and the use of proceeds from any such disposition. We may not be able to consummate certain dispositions or to obtain the funds that we could have realized from the proceeds of such dispositions, and any proceeds we realize from asset dispositions may not be adequate to meet our debt service obligations then due.

We are exposed to risks associated with currency fluctuations.

We report our results in euro, and the euro is also our principal functional currency. Our results of operations may be affected by both the transaction effects and the translation effects of foreign currency exchange rate fluctuations. We are exposed to transaction effects when one of our companies incurs costs or earns revenue in a currency different from its functional currency. Our exposure to currencies is principally to the Pound Sterling, the U.S. Dollar, Swedish Krona and other Nordic currencies (Norwegian Krone and Danish Krone). As we expand into new markets which do not use the euro, our exposure to exchange rate fluctuations will increase. We are also exposed to currency fluctuation when we convert currencies that we may receive for our operations into currencies required to pay our debt, or into currencies in which we meet our fixed costs or pay for services, which could result in a gain or loss depending on fluctuations in exchange rates.

Risks Related to the Notes and the Note Guarantees

The Notes are secured only to the extent of the value of the Collateral, and such security may not be sufficient to satisfy the obligations under the Notes and the Guarantees. Creditors under the Super Senior Credit Facilities, any credit facilities that refinance or replace the Super Senior Credit Facilities, certain hedging obligations and certain other indebtedness permitted to be incurred on a priority basis under the Indenture are entitled to be repaid with the proceeds of the Collateral sold in any enforcement sale in priority to the Notes.

The holders of the Notes will be secured by security interests granted on a first-priority basis (but contractually with right of payment junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain hedging obligations) in the Collateral as described in this Offering Memorandum. The Collateral will also secure, on a first ranking basis, the lenders under the Super Senior Credit Facilities and the counter parties under certain hedging obligations. Subject to certain limits, the Indenture permits additional debt to be secured by the Collateral, and such additional secured debt may be substantial. The rights of a holder of Notes to the Collateral may be diluted by any increase in the debt secured by the Collateral or a reduction of the Collateral securing the Notes. If there is a default or event of default on the Notes, there can be no assurances that the proceeds of any sale of the Collateral would be sufficient to satisfy, and may be substantially less than, amounts due under the Notes as well as other indebtedness benefitting from a security interest in the Collateral, including indebtedness under the Super Senior Credit Facilities and certain hedging obligations. The amount of proceeds realized upon the enforcement of the security interests over the Collateral or in the event of such a sale will depend upon many factors, including, among others, the availability of buyers. Furthermore, there may not be any buyer willing and able to purchase our business or Opodo, either individually or collectively. The book value of the Collateral should not be relied on as a measure of realizable value for such assets.

We will have control over the Collateral securing the Notes, and the sale of particular assets could reduce the pool of assets securing the Notes.

The Security Documents will allow us to remain in possession of, retain exclusive control over, and collect and invest any dividends and other distributions from the Collateral. So long as no default or event

of default under the Indenture is occurring or would result therefrom, we may, subject to the terms of the Indenture, without any release or consent by the Security Agent, dispose of the Collateral (which shall remain subject to the pledges in respect thereto notwithstanding any such disposal).

It may be difficult to realize the value of the Collateral securing the Notes.

By its nature, the Collateral does not have a readily ascertainable market value and may not be saleable or, if saleable, there may be substantial delays in its disposal. The terms of the Intercreditor Agreement provide that decisions regarding enforcement are made by the Majority Pari Passu Creditors (as defined in the Intercreditor Agreement), including the holders of the Notes and other Pari Passu Creditors (as defined in the Intercreditor Agreement), *provided however*, that the Security Agent shall act in accordance with enforcement instructions received from the Majority Credit Facility Creditors (as defined in the Intercreditor Agreement) in certain circumstances. See "Description of Other Indebtedness—Intercreditor Agreement—Enforcement Instructions." As a result, holders of the Notes will not solely control decisions in respect of the Collateral, including timing of enforcement, and such other secured parties may have interests that are not the same as those of holders of the Notes. To the extent that liens, security interests and other rights granted to other parties encumber assets owned by Opodo or its subsidiaries, those parties have or may exercise rights and remedies with respect to the property subject to their liens, security interests or other rights, or to the extent third party creditors of Opodo or its subsidiaries exercise rights and remedies with respect to such entities, such action could adversely affect the value of that Collateral and the ability of the Security Agent, acting on behalf of the Trustee or investors as holders of the Notes to realize or enforce that Collateral. If the proceeds of any sale of Collateral are not sufficient to repay all amounts due under the Notes, investors (to the extent not repaid from the proceeds of the sale of the Collateral) would have only an unsecured claim against our remaining assets. Each of these factors or any challenge to the validity of the Collateral or the Intercreditor Agreement could reduce the proceeds realized upon enforcement of the Collateral.

The Collateral securing the Notes is subject to any and all encumbrances, liens and other imperfections permitted under the Indenture and/or the Intercreditor Agreement. The existence of any such encumbrances, liens and other imperfections could adversely affect the value of the Collateral securing the Notes, as well as the ability of the Security Agent to realize or foreclose on such Collateral.

The security interests in the Collateral are not directly granted to the holders of the Notes.

The security interests in the Collateral that secure, amongst other obligations, our obligations under the Notes are not granted directly to the holders of the Notes but are granted only in favor of the Security Agent on behalf of the Trustee and the holders of the Notes in accordance with the Indenture, the Intercreditor Agreement and the security documents related to the Collateral. Holders of the Notes will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral securing the Notes, except through the Trustee, who will (subject to the provisions of the Indenture and the Intercreditor Agreement) provide instructions to the Security Agent in respect of the Collateral.

The granting of the Guarantees may be restricted by local law.

The granting of the Guarantees may be subject to certain generally available defenses under the laws of the jurisdiction in which the applicable Guarantor is organized. Although laws differ across jurisdictions, these defenses may include those that relate to fraudulent conveyance or transfer, financial assistance, corporate purpose or benefit, voidable preference, insolvency or bankruptcy challenges, preservation of share capital, thin capitalization, capital maintenance or similar laws and regulations or defenses affecting the rights of creditors generally. If one or more of the foregoing laws and defenses are applicable, a Guarantor may have no liability or decreased liability under its Guarantee. See "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

For example, the Spanish financial assistance rules set forth in section 143.2 of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) regarding Spanish private limited liability companies (*sociedades limitadas*) and in section 150 of the Spanish Capital Companies Act regarding Spanish public limited liability companies (*sociedades anónimas*) provide that Spanish public limited liability companies cannot grant any type of funds, guarantees or any other financial assistance to facilitate the acquisition of its own shares or the shares of their parent companies. This prohibition is broader for private limited liability companies, which cannot provide financial assistance to facilitate the acquisition of their shares, the shares of their parent companies or the shares of other companies within their corporate group. In

particular, no Spanish guarantor may secure or guarantee any payment, prepayment, repayment or reimbursement obligation derived from any finance document used, or that may be used, for the purposes of payment of acquisition debt or the refinancing of the same (for the purposes of sections 143.2, 149 or 150, as applicable, of the Spanish Capital Companies Act) or the payment of any costs or transaction expenses related to, or paying the purchase price for, such acquisition.

In addition, due to limitations under applicable law and to the financial condition of the Guarantors as of the date hereof, the Guarantees provided by Liligo, GoVoyages Trade S.A.S., eDreams Srl, Vacaciones eDreams, and eDreams International are expected to be effectively limited to zero. For the twelve months ended September 30, 2021, these Guarantors accounted for approximately €238 million (or approximately 23%) of our consolidated assets and had a negative consolidated EBITDA contribution of approximately €25 million.

For further information on the limitations on the validity and the enforceability of the guarantees, see "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

Fraudulent conveyance laws may limit your rights as a holder of Notes.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance laws, a court could subordinate or void a Guarantee if it found that:

- the Guarantee was incurred with an actual intent to give preference to one creditor over another, hinder, delay or defraud creditors or shareholders of the relevant Guarantor;
- the Guarantee was granted within two years prior to the insolvency declaration of the relevant Guarantor (and with respect to Sweden, within five years prior to the bankruptcy petition or, under certain circumstances, Company reorganization petition in relation to the relevant Guarantor and with respect to Spain, within four years prior to the claim and with respect to France, between the date of the Guarantor's insolvency and the date of the commencement of the insolvency proceeding) and it is detrimental for the relevant Guarantor's state; or
- the relevant Guarantor did not receive fair consideration or reasonably equivalent value for the Guarantee and the relevant Guarantor:

i. was insolvent or was rendered insolvent because of the Guarantee;

ii. was undercapitalized or became undercapitalized because of the Guarantee; or

iii. intended to incur, or believed that it would incur, debts beyond its ability to pay at maturity.

The measure of insolvency for purposes of fraudulent conveyance laws varies depending on the law applied. Generally, however, a Guarantor would be considered insolvent if it could not pay its debts as they become due. If a court decided that any Guarantee was a fraudulent conveyance and voided such Guarantee, or held it unenforceable for any other reason, you would cease to have any claim in respect of the Guarantor of such Guarantee and would be solely our creditor and a creditor of the remaining Guarantors. See "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

In an insolvency proceeding, it is possible that creditors of the Guarantors or the appointed insolvency administrator may challenge the Guarantees, and intercompany obligations generally, as fraudulent transfers or conveyances or on other grounds. If so, such laws may permit a court, if it makes certain findings, to: (i) avoid or invalidate all or a portion of a Guarantor's obligations under its Guarantee; (ii) direct that holders of the Notes return any amounts paid under a Guarantee to the relevant Guarantor or to a fund for the benefit of the Guarantor's creditors; and (iii) take other action that is detrimental to you.

Local insolvency laws may not be as favorable to you as the insolvency laws of another jurisdiction with which you may be more familiar and enforcing your rights as a holder of the Notes or under the Note Guarantees or with respect to the Collateral across multiple jurisdictions may be difficult.

We are incorporated in Spain, and the Guarantors are organized under the laws of Spain and other jurisdictions. See "Summary—The Offering—Guarantors." Any insolvency proceedings by or against us or Guarantors incorporated or organized in jurisdictions outside of the United States would likely be based on the insolvency laws of the jurisdiction of incorporation of the relevant entity or its "centre of main interests" (including EU insolvency laws) and not of the United States. In the event we or any of the other Guarantors experience financial difficulty, we cannot predict as to which jurisdiction or jurisdictions may

commence insolvency or similar proceedings, or the outcome of such proceedings. Any enforcement of

the Guarantees of the Notes after bankruptcy or an insolvency event in such other jurisdictions will be subject to the insolvency laws of the relevant entity's jurisdiction of incorporation or other jurisdictions, including the jurisdiction of its "centre of main interests." The insolvency and other laws of each of these jurisdictions may not be as favorable to your interests as creditors as the laws of the United States or other jurisdictions with which you may be familiar. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceed as the laws of some other jurisdictions with which you may be more familiar. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceeding. The application of these laws, or any conflict among them, could call into question whether any particular jurisdiction's laws should apply and may adversely affect your ability to enforce your rights under the Guarantees in these jurisdictions and limit any amounts that you may receive. See *"Limitations on Validity and Enforceability of the Guarantees and Security Interests."*

The enforcement of the Collateral may be restricted by local law.

The ability of the Security Agent to enforce the security interests in the Collateral is subject to mandatory provisions of the laws of each jurisdiction in which security interests over the Collateral are taken.

Applicable law requires that a security interest in certain assets can only be properly perfected (or registered or other foreign equivalent) and its priority retained through certain actions undertaken by the secured party. The liens on the Collateral securing the Notes from time to time owned by us may not be perfected (or registered or other foreign equivalent), which may result in the loss of the priority, or a defect in the perfection (or registration or other foreign equivalent), of the security interest for the benefit of the Trustee and holders of the Notes to which they would have been otherwise entitled. Neither the Security Agent nor the Trustee will be obligated to create or perfect any of the security interests in the Collateral.

For more information, please see "Enforceability of Civil Liabilities" and "Limitations on Validity and Enforceability of the Guarantees and Security Interests."

The Collateral may be released without the consent of the holders of the Notes.

The Collateral may be released in certain circumstances, including in the event the Collateral is sold pursuant to an enforcement sale in accordance with the Intercreditor Agreement. Upon any such enforcement sale in accordance with the Intercreditor Agreement, the Guarantee of any Guarantor which has granted security over any Collateral may also be released. Please see "Description of the Notes—Release of Note Guarantees" and "Description of the Notes—Security—Release of Security Interests."

Additionally, the Indenture will permit us to release and retake the security interest granted over the Collateral in order to issue additional Notes pursuant to the Indenture. Upon the issuance of additional Notes pursuant to the Indenture, there may be a time period imposed by applicable laws between the release and retaking of the security interest during which there is no security interest over the Collateral. In some circumstances, such as if we were to file for bankruptcy after the issuance of additional Notes, a hardening period may apply and retroactively void the retaking of the security interest in favor of the holders of the Notes. Accordingly, there is a risk that, should we issue additional Notes pursuant to the Indenture, the Collateral could be released and its subsequent retaking voided. Please see "Description of the Notes—Certain Covenants—Impairment of Security Interest."

We may not have the ability to raise the funds necessary to finance an offer to repurchase the Notes upon the occurrence of certain events constituting a change of control.

The Indenture will contain provisions relating to certain events constituting a "change of control" of the Issuer. Upon the occurrence of a "change of control," we may be required to offer to repurchase all outstanding Notes at a purchase price equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest and additional amounts, if any, to the date of purchase. If a change of control were to occur, we cannot assure you that we would have sufficient funds available at such time, or that we would have sufficient funds to pay the purchase price of the outstanding Notes or that the restrictions in our then existing contractual obligations would allow us to make such required repurchases. A change of control may result in an event of default under, or acceleration of, amounts

outstanding under the Super Senior Credit Facilities and other indebtedness. The repurchase of the Notes pursuant to such an offer could cause a default under such indebtedness, even if the change of control itself does not.

Our ability to receive cash from other companies in the eDreams ODIGEO Group to allow it to pay cash to the holders of the Notes following the occurrence of a change of control, may be limited by our then existing financial resources. Sufficient funds may not be available when necessary to make any required repurchases. If an event constituting a change of control occurs at a time when the eDreams ODIGEO Group is prohibited from providing funds for the purpose of repurchasing the Notes, we may seek the consent of the lenders under such indebtedness to the purchase of the Notes or may attempt to refinance the borrowings that contain such prohibition. If such a consent to repay such borrowings is not obtained, we will remain prohibited from repurchasing any Notes. In addition, we expect that we would require third-party financing to make an offer to repurchase the Notes upon a change of control. We cannot assure you that we would be able to obtain such financing. Any failure to offer to purchase the Notes would constitute a default under the Indenture, which would, in turn, constitute a default under the Super Senior Credit Facilities and certain other indebtedness. See "Description of the Notes—Repurchase at the Option of Holders—Change of Control."

The change of control provision contained in the Indenture may not necessarily afford you protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transaction involving us that may adversely affect you, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "Change of Control" as defined in the Indenture. In addition, events otherwise constituting a Change of Control will not require us to offer to purchase the Notes in the event of a "Specified Change of Control" (as defined in "Description of the Notes"). Except as described under "Description of the Notes—Repurchase at the Option of Holders—Change of Control," the Indenture will not contain provisions that would require us to offer to repurchase or redeem the Notes in the event of a reorganization, restructuring, merger, recapitalization or similar transaction.

The definition of "Change of Control" in the Indenture will include a disposition of all or substantially all of our assets and our restricted subsidiaries, taken as a whole, to any person other than certain permitted holders. Although there is a limited body of case law interpreting the phrase "all or substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances, there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of our assets and our restricted subsidiaries taken as a whole. As a result, it may be unclear as to whether a change of control has occurred and whether we are required to make an offer to repurchase the Notes.

There may not be an active trading market for the Notes, in which case your ability to sell the Notes may be limited.

We cannot assure you as to:

- the liquidity of any market in the Notes;
- your ability to sell your Notes; or
- the price at which you would be able to sell your Notes.

Future trading prices for the Notes will depend on many factors, including, among other things, prevailing interest rates, our operating results and the market for similar securities. Historically, the market for non-investment-grade securities has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Notes. The liquidity of a trading market for the Notes may be adversely affected by a general decline in the market for similar securities and is subject to disruptions that may cause volatility in prices. The trading market for the Notes may attract different investors and this may affect the extent to which the Notes may trade. It is possible that the market for the Notes will be subject to disruptions. Any such disruption may have a negative effect on you, as a holder of the Notes, regardless of our prospects and financial performance. As a result, there can be no assurance that there will be an active trading market for the Notes. If no active trading market develops, you may not be able to resell your holding of the Notes at a fair value, if at all.

Although application made to admit the Notes to the Official List of the LxSE for trading on the Euro MTF in accordance with its rules, the Notes will be new securities for which there will be no established market. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are

not obligated to do so and they may discontinue market-making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained.

Furthermore, prospective investors should note that, if the Notes are not listed on a regulated market, on a multilateral trading facility or on any other organized market on any date on which income in respect of the Notes will be paid (i.e. either a date on which interest is payable on the Notes or a date on which the Notes are transferred or redeemed), First Additional Provision of Law 10/2014 would not apply and payments of income to holders of the Notes in respect of the Notes might be subject to Spanish withholding tax at the then-applicable rate (currently, 19%).

In addition, the Indenture will allow us to issue additional Notes in the future, which could adversely impact the liquidity of the relevant series of Notes.

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The credit ratings address our ability to perform our obligations under the terms of the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances in the future so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the relevant Notes by one or more of the credit rating agencies may adversely affect the cost, terms and conditions of our financings, could adversely affect the value and trading of the Notes and have an adverse impact on our cost of capital in our local business and our ability to secure local financing or win additional contracts.

There are risks related to withholding tax in Spain, including in conjunction with the delivery of certain documentation by the Paying Agent.

Under the First Additional Provision of Spanish Law 10/2014, of June 26 ("Law 10/2014") and tax regulations established by Spanish Royal Decree 1065/2007, of July 27, as amended ("Royal Decree 1065/2007"), we are not required to levy any withholding tax in Spain on interest payments or on the redemption or repayment of the Notes. The foregoing is subject to the Paying Agent complying with the information procedures described in "*Taxation—Spanish Tax Considerations—Compliance With Certain Requirements In Connection With Income Payments*" and, in particular, is subject to the delivery by the Paying Agent, in a timely manner, of a duly executed and completed statement in the form of Annex C (the "Payment Statement").

The Paying Agent and we will comply with the procedures described in "*Taxation—Spanish Tax Considerations—Compliance With Certain Requirements In Connection With Income Payments*" to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof. Under Royal Decree 1065/2007, we may make payments free of Spanish withholding tax, provided that the Notes comply, among others, with the following requirements: (i) the Notes are regarded as listed debt securities issued under Law 10/2014; (ii) are admitted to trading on a regulated market, multilateral trading facility or other organized market (such as the Euro MTF of the LxSE); and (iii) the Notes are originally registered at a foreign clearing and settlement entity that is recognized under Spanish regulations or under those of another OECD member state. We expect that the Notes will meet the requirements referred to in (i), (ii) and (iii) above and that, consequently, payments made by us to Holders should be paid free of Spanish withholding tax, provided that the Paying Agent complies with the procedural requirements referred to above (see "*Taxation—Spanish Tax Considerations—Compliance With Certain Requirements In Connection With Income Payments*").

Notwithstanding the foregoing, if the Paying Agent fails to submit to us the relevant information in a timely manner, we will withhold tax at the then-applicable rate (as at the date of this Offering Memorandum, 19%) from any payment in respect of the relevant Notes. None of us or the Initial Purchasers accept any responsibility relating to compliance by the Paying Agent with the procedures established for the timely provision by the Paying Agent of a duly executed and completed Payment Statement in connection with

each payment of interest under the Notes. Furthermore, we will not pay any Additional Amounts with respect to any such withholding as a result of such failure by the Paying Agent to comply with the referred procedural requirements.

Holders who are not resident in Spain for tax purposes and are entitled to exemption from Non-Resident Income Tax on income derived from the Notes, but where we do not timely receive from the Paying Agent the information above about the Notes by means of a certificate the form of which is attached as Annex C to this Offering Memorandum, would have to apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish Non Resident Income Tax Law.

Notwithstanding the above, in the case of Notes held by Spanish tax resident individuals (and, under certain circumstances, by Spanish entities subject to Corporate Income Tax) and deposited with a Spanish resident entity acting as depositary or custodian, payments in respect of such Notes may be subject to withholding by such depositary or custodian (currently 19%).

We are subject to complex tax laws.

We must comply with complex and evolving tax laws regarding income tax, value-added tax, sales or excise tax, tariffs, duties and transfer tax in the various jurisdictions in which we operate. From time to time, we and our subsidiaries are subject to tax audits and may be required to pay additional taxes, interest or penalties should the taxing authority assert different interpretations, or different allocations or valuations of our services which could be material and could reduce our income and cash flow. In addition, countries may increase tax rates and/or increase the basis for taxation.

There are a number of factors that may adversely impact our future effective tax rates, such as: (i) the jurisdictions in which our profits are determined to be earned and taxed; (ii) adjustments to the interpretation of transfer pricing rules; (iii) changes in available tax credits; (iv) changes in applicable accounting principles ; and (v) changes in tax laws or the interpretation of tax laws.

USE OF PROCEEDS

We estimate that the gross proceeds of this issuance will be €375.0 million. We will use the proceeds from the offering of the Notes, together with the proceeds of the Capital Increase, to fund the redemption of the outstanding 2023 Notes, to pay any commissions, fees and expenses (including accrued interest and early redemption premia) in connection with the Refinancing Transaction, and for general corporate purposes.

The estimated sources and uses of the funds in connection with the Refinancing Transaction are shown in the table below, assuming that the Refinancing Transaction was completed as of September 30, 2021. Actual amounts are subject to adjustments and may vary from estimated amounts depending on several factors, including accrued and unpaid interests, estimated costs, fees and expenses (including redemption premium).

Sources	(€ millions)	Uses	(€ millions)
Notes offered hereby[1]	375.0	Refinancing of 2023 Notes[3]	425.0
Proceeds from Capital Increase[2]	75.0	Estimated transaction costs[4]	12.3
		Cash on balance sheet (for general corporate purposes and the acceleration of Prime)	12.7
Total	**450.0**	**Total**	**450.0**

(1) Represents the aggregate principal amount of Notes offered hereby.

(2) We intend to use the proceeds from the Capital Increase to fund a portion of the cost of the redemption of the 2023 Notes and to pay redemption premia on the 2023 Notes and transaction costs in connection with the Refinancing Transaction. The balance of such proceeds will be used for general corporate purposes and the acceleration of Prime.

(3) Represents the nominal value of €425.0 million aggregate principal amount of outstanding 2023 Notes, excluding amortized debt issuance costs.

(4) Reflects transaction costs in connection with the Refinancing Transaction, including (i) early redemption premia amounting to approximately €5.8 million associated with the 2023 Notes on the currently anticipated redemption date and (ii) other transaction costs amounting to approximately €6.5 million in the aggregate. The actual amount of transaction costs may differ from the estimated amount depending on several factors, including differences between our estimates of fees and expenses and the actual fees and expenses as of the Issue Date.

CAPITALIZATION

The following table sets forth the consolidated cash and capitalization as of September 30, 2021 (i) on an actual basis derived from our consolidated balance sheet as of September 30, 2021 included elsewhere in this Offering Memorandum and (ii) as adjusted to give effect to the Capital Increase and the Refinancing Transaction, assuming that each of the Capital Increase and the Refinancing Transaction was completed as of September 30, 2021.

The adjusted information below is illustrative only and does not purport to be indicative of our capitalization following the completion of the offering of the Notes. This table should be read in conjunction with "Use of Proceeds," "Selected Consolidated Financial Information and Other Data," "Management's Discussion and Analysis," "Description of Other Indebtedness," our H1 2022 Interim Report and our Consolidated Financial Statements, including the notes thereto, included elsewhere in this Offering Memorandum.

	As of September 30, 2021		
	Actual	Adjustments	As adjusted
		(in € millions) (unaudited)	
Cash, cash equivalents and current financial assets[(1)]	**36.0**	**12.7**	**48.7**
Notes offered hereby	—	375.0	375.0
2023 Notes[(2)]	425.0	(425.0)	—
Super Senior Revolving Credit Facility[(3)]	55.0	—	55.0
Government sponsored loan due 2023	15.0	—	15.0
Other debt and finance leases[(4)]	6.6	(6.5)	0.1
Total financial liabilities	**501.6**	**(56.5)**	**445.2**
Total equity[(5)]	**225.5**	**69.2**	**294.7**
Total capitalization[(5)]	**727.1**	**12.7**	**739.8**

(1) As adjusted reflects the €12.7 million net cash inflow from the Refinancing Transaction and the Capital Increase. A portion of the proceeds from the Capital Increase will be used to fund the payment of redemption premia on the 2023 Notes in an amount of approximately €5.8 million and other transaction costs in connection with the Refinancing Transaction in an aggregate amount of approximately €6.5 million. See "Use of Proceeds."

(2) Represents €425.0 million principal amount of 2023 Notes. As adjusted reflects the application of the proceeds from the Offering and cash on balance sheet, to redeem in full and discharge the outstanding 2023 Notes. See "Use of Proceeds."

(3) As of September 30, 2021, we had drawings under our existing Revolving Credit Facility in an amount of €55.0 million. In connection with the Refinancing Transaction, we expect to enter into the Super Senior Credit Facilities (subject to certain conditions, including the completion of the offering of the Notes) and intend to roll over our drawings under our existing Revolving Credit Facility in an amount of approximately €55.0 million on the Issue Date to fund working capital requirements and we will have outstanding guarantees under the Super Senior Credit Facilities in a face amount of approximately €11.1 million. For a description of the Super Senior Credit Facilities, see "Description of Other Indebtedness."

(4) Actual includes transaction costs, leases, overdrafts, accrued interest and tax refund liabilities. The adjustment relates to the capitalization of transaction costs related to the Refinancing Transaction.

(5) As adjusted reflects the Capital Increase.

SELECTED CONSOLIDATED FINANCIAL INFORMATION AND OTHER DATA

Our selected consolidated financial information as of and for the years ended March 31, 2019, 2020 and 2021 and the six months ended September 30, 2020 and 2021, presented below has been derived from our 2020 Consolidated Financial Statements, our 2021 Consolidated Financial Statements and our H1 2022 Condensed Interim Financial Statements, respectively, and should be read in conjunction with this section, "Management's Discussion and Analysis," the Consolidated Financial Statements and the H1 2022 Condensed Interim Financial Statements, in each case including the notes thereto, included in this Offering Memorandum.

Our selected consolidated financial information has been prepared in accordance with IFRS and, for the interim unaudited consolidated financial information only, IAS 34. You should read this summary consolidated financial information in conjunction with "Presentation of Financial and Other Data," "Management's Discussion and Analysis," our Consolidated Financial Statements and our H1 2022 Condensed Interim Financial Statements, including the notes thereto.

Consolidated Income Statement

	For the years ended March 31,			For the six months ended September 30	
	2019	2020	2021	2020	2021
		(audited) (in € million)		(unaudited) (in € million)	
Revenue	551.3	561.8	107.2	50.6	172.5
Cost of Sales	(18.3)	(33.1)	3.9	0.4	(4.2)
Revenue Margin	**533.0**	**528.7**	**111.1**	**51.0**	**168.4**
Personnel expenses	(64.0)	(56.0)	(47.8)	(22.2)	(26.4)
Depreciation and amortization	(26.1)	(34.5)	(35.4)	(18.3)	(17.1)
Impairment loss	—	(74.9)	(30.6)	—	—
Gain/(loss) arising from assets disposals	—	(0.5)	—	—	—
Impairment loss on bad debts	1.9	(2.4)	1.4	0.1	(0.3)
Other operating expenses	(354.4)	(369.5)	(109.7)	(48.1)	(145.1)
Operating profit/(loss)	**90.4**	**(9.2)**	**(110.9)**	**(37.6)**	**(20.5)**
Interest expense on debt	(45.8)	(25.3)	(27.8)	(13.9)	(13.9)
Other financial income/(expenses)	(20.9)	(4.5)	0.1	1.6	(1.9)
Financial and similar income and expenses	**(66.6)**	**(29.8)**	**(27.7)**	**(12.3)**	**(15.8)**
Profit/(loss) before taxes	**23.7**	**(39.1)**	**(138.6)**	**(49.9)**	**(36.3)**
Income tax	(14.2)	(1.4)	14.4	4.7	(1.2)
Profit/(loss) for the year from continuing operations	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Profit for the year from discontinued operations net of taxes	—	—	—	—	—
Consolidated profit/(loss) for the period	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Non-controlling interest—Result	—	—	—	—	—
Profit and loss attributable to shareholders of the Company	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Basic earnings per share (euro)	**0.09**	**(0.37)**	**(1.13)**	**(0.41)**	**(0.34)**
Diluted earnings per share (euro)	**0.08**	**(0.37)**	**(1.13)**	**(0.41)**	**(0.34)**

Consolidated Statement of Financial Position

	As of March 31,		As of September 30,
	2020	2021	2021
	(audited) (in € million)		(in € million)
Assets:			
Goodwill	654.7	631.9	632.0
Other intangible assets	317.0	299.5	295.7
Property, plant and equipment	8.4	7.9	8.7
Non-current financial assets	2.6	2.2	2.0
Deferred tax assets	1.6	6.4	6.5
Non-current assets	**984.3**	**948.0**	**944.9**
Trade receivables	48.8	15.2	34.5
Other receivables	9.4	3.8	13.4
Current tax assets	7.6	7.1	4.4
Cash and cash equivalents	83.3	12.1	36.0
Current assets	**149.1**	**38.3**	**88.3**
Total assets	**1,133.4**	**986.2**	**1,033.2**
Equity and liabilities:			
Share capital	11.0	11.9	11.9
Share premium	974.5	974.5	974.5
Other reserves	(555.3)	(590.3)	(710.4)
Treasury shares	(3.3)	(4.1)	(4.0)
Profit/(loss) for the year	(40.5)	(124.2)	(37.5)
Foreign currency translation reserve	(12.6)	(9.3)	(9.0)
Shareholders' equity	**373.8**	**258.5**	**225.5**
Non-controlling interest	—	—	—
Total equity	**373.8**	**258.5**	**225.5**
Non-current financial liabilities	489.4	488.7	452.9
Non-current provisions	7.6	7.0	5.6
Non-current deferred revenue	—	—	—
Deferred tax liabilities	32.5	19.6	20.5
Other non-current liabilities	8.0	6.2	—
Non-current liabilities	**537.4**	**521.4**	**479.0**
Trade and other payables	137.9	148.5	226.2
Current financial liabilities	48.2	24.5	48.7
Current provisions	17.7	8.2	9.7
Current deferred revenue	14.9	22.2	41.4
Current tax liabilities	3.5	2.9	2.8
Current liabilities	**222.2**	**206.3**	**328.7**
Total equity and liabilities	**1,133.4**	**986.2**	**1,033.2**

Consolidated Cash Flow Statement

	For the years ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
		(audited) (in € million)		(unaudited) (in € million)	
Net profit/(loss)	**9.5**	**(40.5)**	**(124.2)**	**(45.2)**	**(37.5)**
Depreciation and amortization	26.1	34.5	35.4	18.3	17.1
Impairment and results on disposal of non-current assets	—	75.4	30.6	—	—
Other provisions	(2.9)	18.1	(20.2)	(19.1)	0.5
Income tax	14.2	1.4	(14.4)	(4.7)	1.2
Finance (income)/loss	66.6	29.8	27.7	12.3	15.8
Expenses related to share-based payments	3.4	3.0	6.1	2.0	4.1
Other non-cash items	(3.9)	(3.0)	(0.2)	(0.2)	—
Changes in working capital	(23.8)	(207.4)	65.0	19.8	61.8
Income tax paid	(13.8)	(12.6)	(5.3)	(5.1)	2.2
Net cash from operating activities	**75.5**	**(101.4)**	**0.4**	**(21.8)**	**65.2**
Acquisitions of intangible assets and property, plant and equipment	(28.9)	(30.0)	(21.7)	(8.9)	(11.7)
Acquisitions of financial assets	(0.1)	—	—	—	(0.1)
Proceeds from disposals of financial assets	0.1	0.3	0.1	0.1	0.1
Business combinations net of cash acquired	—	(6.5)	—	—	—
Net cash flow from/(used) in investing activities	**(28.8)**	**(36.2)**	**(21.7)**	**(8.8)**	**(11.7)**
Acquisition of treasury shares	(0.4)	(7.9)	—	—	—
Disposal of treasury shares	—	1.9	—	—	—
Borrowings drawdown	421.8	109.5	15.0	15.0	19.0
Reimbursement of borrowings	(428.5)	(3.1)	(57.0)	(55.8)	(20.1)
Interest paid	(35.1)	(23.7)	(25.7)	(12.9)	(13.1)
Other financial expenses paid	(26.4)	(1.8)	(1.8)	(1.2)	(0.8)
Interest received	—	—	—	—	—
Net cash flow from/(used) in financing activities	**(68.5)**	**74.9**	**(69.5)**	**(54.9)**	**(14.9)**
Net increase/(decrease) in cash and cash equivalents	**(21.8)**	**(62.7)**	**(90.7)**	**(85.4)**	**38.5**
Cash and cash equivalents at beginning of period	171.5	148.8	83.3	83.3	(4.5)
Effect of foreign exchange rate changes	(0.8)	(2.8)	2.8	2.6	(0.5)
Cash and cash equivalents at end of period	**148.8**	**83.3**	**(4.5)**	**0.5**	**33.4**

MANAGEMENT'S DISCUSSION AND ANALYSIS

You should read the following discussion and analysis of our financial condition and results of operations and our subsidiaries on a consolidated basis in conjunction with the sections entitled "Selected Consolidated Financial Information and Other Data," "Presentation of Financial and Other Data—Non-GAAP Measures" as well as the financial statements and the related notes. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this Offering Memorandum. Actual results could differ materially from those contained in any forward-looking statements. See the "Forward-Looking Statements" section of this Offering Memorandum.

The following discussion and analysis of the financial condition and results of operations is based on our Consolidated Financial Statements and our H1 2022 Condensed Interim Financial Statements which were prepared in accordance with IAS 34 and IFRS, respectively.

The financial information included in this Offering Memorandum includes certain measures which are not accounting measures as defined by IFRS. These measures have been included for the reasons described in the section "Presentation of Financial and Other Data—Non-GAAP Measures". However, these measures have limitations as analytical tools and should not be used instead of, or considered as alternatives to, our unaudited consolidated financial statements based on IAS 34 and our audited consolidated financial statements based on IFRS. Further, these measures may not be comparable to similarly titled measures disclosed by other companies. See "Presentation of Financial and Other Data—Non-GAAP Measures."

As of the date of this Offering Memorandum, the COVID-19 pandemic adds significant uncertainty to our operating environment and may have the effect of magnifying the risks and uncertainties described in the "Risk Factors" section of this Offering Memorandum. As a result, our historical financial condition and results of operations as of or for any historical period are not necessarily indicative of the results that may be expected for any future period.

Overview

We are a leading online subscription company focused on travel with a presence in 45 countries. With more than 17 million customers served in the year ended March 31, 2019 (before the COVID-19 pandemic) and approximately 2.2 million Prime members as of December 31, 2021, we are a worldwide leader in supplying flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining selected products from different travel suppliers through us), car rentals, packaged tours, travel insurance and other ancillary travel-related services and products.

We derive the substantial majority of our revenue and profit from the supply of flight and non-flight products for the European leisure market where we have a leading market presence. As of December 2020, based on Company and Phocuswright data, we were the largest online flight retailer by number of Bookings in Europe reaching a 37% market share on the European market, representing a 6% increase from 2019. Outside of Europe, we have an expanding presence in a number of large countries, including the United States, Australia, Canada, Mexico and South Africa.

We organize our operations into two principal financial reporting segments: Top 6 (comprising our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics) and Rest of the World (comprising our operations in all other countries in which we operate, including, among others, the United States and Portugal). These segments form the framework used by our management to evaluate the performance of our various businesses and to make financial and strategic decisions regarding our operations. In each of the Top 6 and Rest of the World markets, we offer both flight and non-flight products to travelers.

For the twelve months ended September 30, 2021, our businesses generated 7.5 million Bookings, Revenue Margin of €228.4 million, Cash Revenue Margin of €252.0 million, Adjusted EBITDA of €(20.6) million, and Cash EBITDA of €2.9 million, compared to 3.2 million Bookings, Revenue Margin of €111.1 million, Cash Revenue Margin of €121.8 million, Adjusted EBITDA of €(38.2) million, and Cash EBITDA of €(27.4) million in the year ended March 31, 2021, and 10.8 million Bookings, Revenue Margin

of €528.7 million, Cash Revenue Margin of €534.3 million, Adjusted EBITDA of €115.1 million, and Cash EBITDA of €120.7 million in the year ended March 31, 2020.

The following table sets forth the proportion of Revenue Margin generated by our Top 6 and Rest of the World segments as a percentage of our total Revenue Margin:

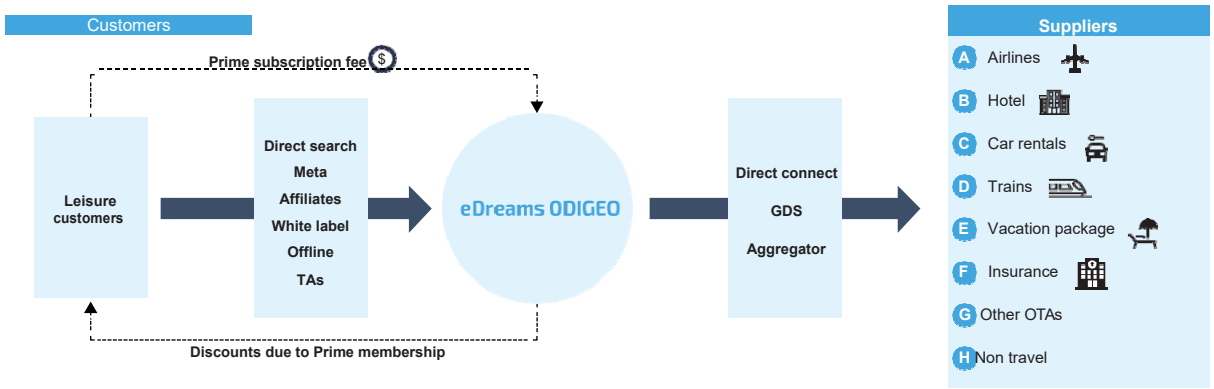
	For the year ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
	(unaudited unless otherwise stated) (in % of total Revenue Margin)				
Revenue Margin[1]					
Top 6	78%	77%	77%	80%	76%
Rest of the World	22%	23%	23%	20%	24%
Total Revenue Margin	100%	100%	100%	100%	100%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "*Presentation of Financial and Other Data—Non-GAAP Measures*."

We generate our revenue mainly from mediation services we supply to travelers related to (i) flight products, including air passenger transport through network carriers and low-cost carriers, which we source through GDSs, other aggregators, or our proprietary Direct Connect technology, as well as travel insurance for air passenger transport, and (ii) non-flight products, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services.

In addition to mediation services, we also generate revenue through our Prime subscription program. Prime has given us the opportunity to diversify away from the transactional model, and transform the relationship with our customers. We believe Prime enables us to enhance our relationship with our customers, and engage with our clients throughout the full travel journey. From the customers' perspective, our innovative subscription model allows them to fly at attractive prices and have access to a 24/7 priority customer service, and benefit from exclusive Prime offers and additional discounts on other products and services. For us the Prime subscription product brings us a more stable source of income, a considerable reduction in customer acquisition costs as well as a strengthened customer loyalty and more repeat Bookings (in the year ended March 31, 2021, 75% of our Prime members made one or more repeat Bookings, compared to 25% for our non-Prime customers). We have reached approximately 2.2 million Prime members as at December 31, 2021, compared to 664 thousand Prime members of September 30, 2020.

The following diagram illustrates the diversified revenue streams and explains how we generate revenue through mediation services and our Prime subscription program:



The substantial majority of our revenue is generated from our customers. Classic Customer Revenues represent conventional customer revenues other than Diversification Revenues earned through flight service fees, Prime subscription fees, cancellation and modification fees, tax refunds and mobile application revenues.

We also generate revenue from our suppliers. Our Classic Supplier Revenues are linked to the volume of Bookings mediated by us and are earned through GDS incentives for Bookings mediated by us and

incentives received from payment service providers. In addition to our Classic Customer Revenues and Classic Supplier Revenues, we also earn Diversification Revenues, which represent revenues other than Classic Customer Revenues and Classic Supplier Revenues earned through vacation products (including car rentals, hotels and Dynamic Packages), flight related ancillaries, travel insurance, as well as certain commissions, over-commissions and incentives directly received from airlines.

Our revenue also comprises revenues from other ancillary sources, such as advertising on our websites and revenues from our metasearch activities. We classify these revenues as "Advertising and Metasearch Revenues"; Advertising and Metasearch Revenues include revenues earned through (i) cost-per-search arrangements, including fees earned for users browsing on our metasearch websites and "clicking out" to a third party's website through links on our metasearch websites, and (ii) cost-per-action arrangements, including fees earned for users "clicking out" to a third party's website through links on our metasearch websites and booking a product on such third party's website.

The following table sets forth the proportion of Revenue Margin representing Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues and Advertising and Metasearch Revenues, as a percentage of our total Revenue Margin for the periods indicated:

	For the year ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
			(unaudited)		
			(in % of total Revenue Margin[1])		
Diversification Revenues	44%	53%	57%	61%	71%
Classic Customer Revenues	37%	30%	30%	27%	11%
Classic Supplier Revenues	14%	14%	10%	7%	16%
Advertising and Metasearch Revenues	5%	3%	3%	4%	2%
Total Revenue Margin	100%	100%	100%	100%	100%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Substantially all of our revenue is earned by us acting as an agent although we also earn revenue acting as principal for certain products. For a description of the agency and principal models, see "—Principal Consolidated Income Statement Line Items—Revenue—Agency and principal models" below.

Presentation of Financial Information

We report consolidated financial information in accordance with IFRS, applying harmonized accounting principles and policies across all of our constituent businesses. See "Presentation of Financial and Other Data."

The outbreak of the COVID-19 pandemic in early 2020 has had a significant adverse effect upon our key operating data and performance indicators in the financial year ended March 31, 2021. In order to provide better insight into what we believe to be the normal trends prior to the anomalous financial year ended March 31, 2021 beset by the COVID-19 pandemic, the following presentation also discusses our key operating data and performance indicators for the financial years ended March 31, 2019 and 2020 and for some financial and operating metrics presented in this Offering Memorandum we also provide "FY22 Q2 annualized" data, defined as and calculated by multiplying by four (4) the result for the relevant metric in the three-month period ended September 30, 2021. This presentation should not be considered indicative of actual results that would have been achieved had the COVID-19 pandemic not significantly disrupted our operations, and does not purport to indicate the future results of our key operating data and performance indicators. See also "—Key Factors Affecting Our Results of Operations—Trends and Changes in the Global Economy and Travel Industry—COVID-19."

Key Factors Affecting Our Results of Operations

Our results of operations, financial position and liquidity have been, and may continue to be, affected by the following factors and developments.

Trends and Changes in the Global Economy and Travel Industry

Our financial results have been, and are expected to continue to be, affected by factors, trends and changes in the global economy in general and the travel industry in particular. These factors, trends and changes include:

- *COVID-19.* COVID-19 was initially detected in China in December 2019 and over the subsequent months the virus spread to other regions, including to our main markets in Europe. On March 11, 2020, the World Health Organization declared that the rapidly spreading COVID-19 outbreak was a global pandemic. In response to the pandemic, many countries implemented measures such as "stay-at-home" policies and travel restrictions. These measures have led to a significant decrease in travel bookings across the travel sector, as well as an unparalleled level of flight cancellations.

The main impacts of COVID-19 on our results of operations for the year ended March 31, 2020, are as follows:

- Reduction in trading activities in the last weeks of February and the month of March 2020, with year-on-year reductions of 53% in the last 5 weeks of the financial year 2020 and a reduction of approximately 95% in Bookings at the end of March 2020.
- As a result of the reduction in trading activities due to the COVID-19 pandemic, we had to revisit the projections used for the impairment test calculation. We recorded an impairment charge on goodwill and brand of €65.2 million and €8.9 million, respectively, in the year ended March 31, 2020.
- As a direct consequence of the travel restrictions, the volume of cancellations significantly increased, which negatively impacted our commission revenue. Additional operational provisions were recognized of €9.2 million in the year ended March 31, 2020, compared with the year ended March 31, 2019.
- Another consequence of COVID-19 was the higher volume of Booking cancellations, exposing us to higher risk of customer chargebacks. We are entitled to claim back voluntary chargebacks and refunds from Booking cancellations from our suppliers. To cover this risk, an additional provision for chargebacks was recognized of €9.2 million for the year ended March 31, 2020.
- Our projections for the calculation of the impairment loss on trade receivables reflect the impact of COVID-19 on the financial situation of our customers. In addition, a deep analysis with respect to our suppliers, especially for airlines, was carried out to estimate potential significant financial difficulties. To reflect the additional expected credit losses linked to COVID-19, we recognized an impairment of €3.1 million for the year ended March 31, 2020.

The main impacts of COVID-19 on our results of operations for the year ended March 31, 2021, are as follows:

- Reduction in trading activities, with Bookings down 70% and Revenue Margin down 79% compared to the year ended March 31, 2020.
- The cost of sales for the supply of hotel accommodation where we act as a principal was €3.9 million for the year ended March 31, 2021, due to a high volume of hotel booking cancellations and very low trading activity, which also negatively impacted our gross revenue.
- Marketing and other operating expenses were down 75% compared with the year ended March 31, 2020, as a large portion of our variable costs directly relate to the volume of Bookings (see Note 12 "Other Operating Expenses" to our 2021 Consolidated Financial Statements) and we reduced Fixed Costs and Capital Expenditures by €32.0 million in the year ended March 31, 2021.
- As a direct consequence of the reduction in our volume of Bookings, the amount of trade receivables and cash and cash equivalents significantly decreased in comparison to the pre-pandemic levels (see Note 21 "Trade and Other Receivables" and Note 22 "Cash and Cash Equivalents" to our 2021 Consolidated Financial Statements).
- Our projections for the calculation of the impairment loss on trade receivables reflect the impact of COVID-19 on the financial situation of our customers. In addition, a deep analysis was carried out to estimate potential significant financial difficulties with respect to our suppliers, especially airlines. To reflect the additional expected credit losses, we recognized an additional impairment of €0.5 million as at March 31, 2021 (€3.1 million as at March 31, 2020). The lower impairment amount in the year ended March 31, 2021, is driven by the significant decrease in trade receivables

as a consequence of the reduction in volume of Bookings (see Note 21 “Trade and Other Receivables” to our 2021 Consolidated Financial Statements).

- We recognized additional operational provisions related to the impact of COVID-19 on cancellations of commissions and chargebacks for the years ended March 31, 2020 and 2021. In the year ended March 31, 2021, these provisions have decreased by €8.1 million and €9.3 million to €2.1 million and €3.7 million, respectively (€10.2 million and €13.0 million, respectively, as at March 31, 2020), due to the drop in volume and their utilization (see Note 21 “Trade and Other Receivables” and Note 26 “Provisions” to our 2021 Consolidated Financial Statements).
- As a result of the deterioration of our business due to the COVID-19 pandemic, we had to revisit the projections used for the impairment test calculation (see Note 18 “Impairment of Assets” and Note 19 “Impairment of Brands” to our 2021 Consolidated Financial Statements). We have recorded an impairment loss on goodwill and brand of €24.1 million and €6.3 million, respectively, in the year ended March 31, 2021 (€65.2 million and €8.9 million, respectively, in the year ended March 31, 2020).

The main impacts of COVID-19 on our results of operations for the six months ended September 2021, are as follows:

- An increase in trading activities compared with the six months ended September 30, 2020, with an increase of 291% in Bookings and 230% in Revenue Margin and a decrease of 1% in Bookings and a 40% decrease in Revenue Margin compared to the six months ended September 30, 2019. The increase in the number of Bookings has been higher than the increase in Revenue Margin, principally due to the lower average basket value driven, among others, by a lower proportion of long haul flights and lower number of passengers per booking as a result of the COVID-19 pandemic and the increase in the number of mobile Bookings.
- The cost of sales incurred through the supply of hotel accommodation where we act as a principal was a positive result of €0.4 million in the six months ended September 30, 2020 compared to a cost of €4.2 million in the six months ended September 30, 2021. This variation is due to high volume of Bookings cancellation and very low trading activity in the six months ended September 30, 2020. The cancellation of the hotel accommodations correspondingly negatively impacted the gross revenue.
- Marketing and other operating expenses increased by 265% compared with the six months ended September 30, 2020, as a large portion of our variable costs directly related to the volume of Bookings, but are still 24% lower compared to the pre-COVID-19 levels for the six months ended September 30, 2019. Fixed Costs amounted to approximately 14% of our revenues in the three months ended September 30, 2021, compared to approximately 16% in the year ended March 31, 2018. For the twelve months ended September 30, 2021, Variable Costs amounted to €186.0 million, compared to €357.0 million for the twelve months ended December 31, 2019. Fixed Costs and Capital Expenditures amounted to €64.0 million and €25.0 million, respectively, for the twelve months ended September 30, 2021, compared to €77.0 million and €28.0 million, respectively, for the twelve months ended December 31, 2019.
- As a direct consequence of the increase in our volume of Bookings, the amount of trade receivables, other receivables, cash and cash equivalents, and trade payables have increased in comparison to March 31, 2021 but are still lower than the balance as at September 30, 2019 (pre-COVID-19).
- Our projections for the calculation of the impairment loss on trade receivables reflect the impact of COVID-19 on the financial situation of our customers, in line with the year ended March 31, 2021.
- We recognized additional operational provisions related to the impact of COVID-19 on cancellations of commissions and chargebacks for the year ended March 31, 2021 and the six months ended September 30, 2021. Provisions for cancellation of commissions cover the risk of cancelled commissions related to validated but not yet completed Bookings as of the reported closing date, which are subject to cancellation. Provisions for chargebacks reflect the risk of flight cancellations and airline bankruptcy. We dispute unjustified chargebacks initiated by our customers and we claim chargebacks and Booking cancellations from our suppliers. In the six months ended September 30, 2021, the provisions for cancellation of commissions and chargebacks have increased by €1.3 million and €1.1 million respectively, due to the increase in volume of Bookings. The amount of these provisions as at September 30, 2021 is €3.4 million and €4.8 million, respectively (compared to €2.1 million and €3.7 million, respectively as at March 31, 2021).

Furthermore, changes in customer behavior driven by the COVID-19 pandemic impacted our sales mix. For example, customers now tend to travel in smaller groups and on shorter-haul flights than before the COVID-19 pandemic, which results in lower Gross Revenue per Booking. In addition, customers now tend to book their holidays with less lead time, which has made it more difficult for us to estimate the amount of cash that will be available to us.

The effects of the COVID-19 pandemic may limit the comparability of the financial statements presented in this Offering Memorandum with each other, as well as the comparability of our historical financial statements with future financial statements. As noted above, our 2021 Consolidated Financial Statements were strongly influenced by COVID-19 related factors and events that do not pertain to the financial information for the years ended March 31, 2020 and 2019 that we present in this Offering Memorandum. Our results of operations in the year ended March 31, 2021 were marked by a very low amount of revenue for a period of approximately 12 weeks and significantly lower levels of trading after business operations could be partially resumed, further exacerbated by additional restrictions introduced as a result of a resurgence of the COVID-19 pandemic in the autumn of 2020. During this period we also incurred first-time, pandemic-related expenses that were of no relevance prior to this pandemic. With the roll-out of vaccines and the easing of travel restrictions, we anticipate renewed consumer confidence and a return to travel. However, it is impossible to predict the change in demand and the length of time it will take for the market to recover and the scope of the future effects of the COVID-19 pandemic on our operations, cash flows and growth prospects depends on future developments, including, among others, the severity, extent and duration of the pandemic mitigated by vaccination programs and efficacy of the vaccine. See "Risk Factors—Risks Related to Our Business—COVID-19 has had a material adverse impact on our revenue and profitability, cash flow and liquidity, plans and goals. We expect that the pandemic will continue to have a significant effect on our business and industry."

- *Global economic conditions and other factors outside of our control.* The economic cycle affects demand for travel products and consequently our business. Such cycles in general, and demand for travel in particular, are generally influenced by macroeconomic conditions; global political events, such as terrorist acts or episodes or labor or social unrest, war or other hostilities, or failing governments; market-specific events, such as shifts in customer confidence; and customer spending and other events that are beyond our control, such as pandemic and health-related risks. Demand for travel products is particularly influenced by general economic conditions, as spending on travel is largely discretionary and tends to decline, or grow more slowly, during economic downturns. Notwithstanding the uncertainty and challenges of the global economic situation in the past, we believe that the long-term correlation and relationship observed historically between global GDP growth and the growth of the travel industry is likely to persist. Demand for our products is also exposed to climate change, accidents, natural disasters, outbreaks of diseases and epidemics, including the COVID-19 pandemic, as described above. Given the worldwide reach of our travel offerings, similar events in the past have affected, and could in the future directly affect, our customers' propensity to travel and lead to a reduction in travel expenditures. See also "Risk Factors—Risks Related to the Travel Industry—Demand for our products is dependent on the travel industry, which may be materially affected by general economic conditions, geopolitical events and other factors outside our control, including the effects of COVID-19. Declines or disruptions in the travel industry could adversely affect our business, financial condition and results of operations."

- *Trends in the online travel industry.* With a majority of all European travel bookings now made online, we see an increasing number of competitors to the online travel industry and the level of competition is expected to remain high or intensify further in the foreseeable future. Market participants vying for the same consumer travel spending include other OTAs, traditional (offline) travel agencies and travel suppliers themselves, notably airlines, hotels, tour operators and metasearch engines, which need to balance the yield enhancement that intermediaries can induce with the associated customer acquisition costs. In particular, we are facing increased competition from OTAs, mostly being felt by driving AdWords costs up, as well as from suppliers through use of their own e-platforms, which are consolidating and squeezing OTA's revenue margin. In addition, our business is being challenged by further consolidation in the industry, higher prices for the purchase of travel-related keywords on search-engines, increased "do-it-yourself" searches by consumers and more stringent consumer protection laws combined with more aggressive enforcement thereof. We intend to address these challenges in the marketplace by further diversifying our revenue streams and capturing growth opportunities in non-flight travel, notably hotels, car rentals, Dynamic Packages, travel insurance, advertising sales, and metasearch. Also, we believe there is capacity for parallel growth of market participants in the travel industry, not only given the size of the market and the need for a relatively small portion of such market to prosper, but also because market participants' models are often different and co-dependent.

- *Competition from suppliers through their own e-platforms.* We continue to face competition from suppliers (and in particular airlines) who increasingly develop their own websites and improve customer experience in order to avoid third-party distribution channels. While some airlines apply surcharges for flights booked through a GDS (such as Lufthansa in 2015, Iberia and British Airways in 2017 and Air France KLM in 2018), we have been able avoid those surcharges for key airlines (and as such secure content parity with the airlines' websites) through the adoption of a new distribution capability outside of the traditional GDS environment. Although some airlines may in the future decide to restrict access to their full inventory for OTAs, we believe that, based on past experience, the net impact on our volumes would not be significant, as our customers generally choose among competing airlines in order to fulfill their needs. In addition, and in order to mitigate this risk, we have specific agreements with some airlines to get access to a wider variety of fare options and preferential third-party rates. However, any such further actions, from providers, to disadvantage third party distribution channels could adversely affect our results of operations.
- *Further consolidation in the online travel agency landscape.* We are continuing to see consolidation in the online travel agency landscape. In November 2021, Booking Holdings announced the acquisition of flight booking provider Etraveli Group. In 2019, Ctrip acquired 50% of India's MakeMyTrip. In 2016 and the beginning of 2017, some of our competitors acquired other international OTAs and Metasearch engines. In particular, TripAdvisor acquired Citymaps and HouseTrip, Ctrip acquired Skyscanner, and Priceline bought the Momondo group. In 2015 and the beginning of 2016, some of our competitors acquired other international OTAs. In particular, Bravofly Rumbo Group acquired lastminute.com; Expedia acquired Travelocity, Orbitz and Vrbo; Ctrip acquired Qunar. In the corporate travel market, American Express Global Business Travel acquired Egencia from Expedia Group and Travelperk acquired NextTravel and ClickTravel in 2020.
- *Higher prices for the purchase of travel-related keywords from Internet search engines.* Search algorithms determine the placement and display of results of a consumer's search and affect our ability to generate traffic to our websites. Search engines, including Google, frequently update and change the logic that determines the placement and display of results of a consumer's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. Since 2016, we have optimized our traffic source by reassessing the distribution channel mix, reducing our reliance on paid search and focusing on lower-cost channels, while strengthening our value proposition and enhancing customer retention.
- *Consumers are becoming increasingly price sensitive.* In recent years, customers have become more proficient in performing their own searches online leading to more sensitivity to fee differences. This, in turn, has led to increased price pressure on our products and services. At the same time, the proposition of low-cost carriers to offer a "no frills" yet efficient service along popular short- to mid-haul routes at very competitive fares has won the endorsement of consumers. We believe that the low-cost carrier options in the market have increased significantly and that they will continue to grow. From December 2020 to October 2021, 55% of the bookings by our Prime members were for low-cost carriers and 45% were for regular carriers. We experienced the effect of this trend on our performance during the year ended March 31, 2021 and have sought to address this challenge by focusing our investment on our customers, offering a wider range of products and services at attractive prices, and by seeking to accelerate the speed with which we can respond to and enable consumer trends. In the year ended March 31, 2021, flight, hotel and car rental products were cheaper on our eDreams platforms in 98%, 83% and 95% of the cases, respectively, compared to the same products offered on the online platforms of the top 10 airlines, the principal hotel OTAs and the principal car rental OTAs, respectively, in our Top 6 markets.
- *Regulation in our different markets.* We must comply with laws and regulations relating to the travel industry and the provision of travel products, including those relating to IATA accreditation, sales of packages, data protection and e-commerce, and this imposes a financial burden on us. The growth and development of online commerce has led to, and may continue to lead to, more stringent consumer protection laws and more aggressive enforcement efforts by regulatory authorities, including related to price transparency and limitations on charges that can be imposed on the use of certain payment methods and toll calls. This imposes challenges on online businesses generally, such as increased costs associated with stronger data protection systems, changes to website designs and practices, pressure on overall margins, fines and a loss of competitive advantage as a result of any disclosure related to operations, and on our business areas and operations in particular. Such trends are likely to continue in the future. As we continue to expand the reach of our brands into the European and other Rest of the World markets, we are increasingly subject to laws and regulations applicable to travel

agents in those markets, including, in some countries, laws regulating the provision of travel packages and industry specific value-added tax regimes, and this is likely to increase our compliance costs.

- *Trend towards travel bookings on mobile devices.* As of December 31, 2021, we have more than 274 websites and mobile applications. Mobile devices (including smartphones and tablets) have become an increasingly important channel for customers to make travel bookings and we expect this trend to continue. We have experienced significant increases in the Bookings made via mobile devices in recent years (including via our applications and mobile web browsers). In the year ended March 31, 2021, on average 56% of our flight Bookings were made through mobile devices, compared with approximately 44% on average in the year ended March 31, 2020. In the six months ended September 30, 2021 the amount of flight Bookings made via mobile devices slightly decreased to approximately 54% of our flight Bookings (compared to approximately 55% in the six months ended September 30, 2020). This has a slightly positive impact on our Revenue Margin per Booking because the proportion of short-haul Bookings, and in particular low-cost Bookings, is higher on mobile than on desktop. Short-haul products and in particular low-cost Bookings tend to have lower Revenue Margin per Booking than long-haul products.

Our Prime subscription model

We are transforming our business model from a transaction-based business to a predominantly subscription-based business and we plan to further enhance our customer engagement to foster the transition to Prime and grow our Prime members base, which we believe will drive our financial condition and results of operations. The principal drivers underlying our Prime business model are:

- *The growth of our Prime members base.* We target reaching 7.25 million Prime members by the end of fiscal year 2025 (from approximately 2.2 million as at December 31, 2021) and plan to achieve this target by (i) converting existing transactional customers to Prime members, (ii) increasing our existing market share in Europe, particularly in our Top 6 markets, (iii) growing our Prime members base in our Rest of the World markets and (iv) attracting new Prime members in non-flight product categories. Through the Prime membership fees and the expectation that Prime membership results in a higher repeat Booking rate, the number of Prime members has a direct impact on our results of operations and financial condition.
- *A stable revenue from Prime members which is partially re-invested in additional discounts for Prime members.* The Prime ARPU includes the Prime subscription fee, Classic Customer Revenues, Diversification Revenues and Classic Supplier Revenues. We target a Prime ARPU of around €80.0 to remain flat over the period through the end of fiscal year 2025. By partially reinvesting the additional Revenue Margin from repeat Bookings into additional discounts for Prime members, we expect to grow the volume of Prime Bookings and our Cash Revenue Margin as Prime members will be incentivized to give us a larger share of their travel wallet because we can offer them products and services at more competitive prices. Over time, as more customers convert to Prime and we enhance our Prime platform's functionality and product offering, we expect our Cash Revenue Margin to become predominantly subscription-based as a result of a resilient revenue generation built on our Prime subscription model.
- *A decrease in Variable Costs over time.* The customer acquisition cost for the initial Prime Booking in the first year of Prime membership is slightly higher than for a non-Prime transactional Booking as a result of additional variable costs relating to the roll-out of Prime. However, we expect these costs to decrease meaningfully from the second Prime Booking and over time as a Prime members renew their membership since Prime members typically reach us through low cost acquisition channels (e.g. our websites or mobile applications) as opposed to higher cost acquisition channels typically used by non-Prime customers (e.g. Google or other metasearch websites). As our Prime members base grows, the customer acquisition costs as a percentage of our revenues will decrease driven by repeat Prime Bookings, which we believe will result in a further expansion of our Cash Marginal Profit and our Cash Marginal Profit Margin over time.
- *Increased capital investment for the acceleration and development of our Prime platform.* We plan to continue to invest in our Prime platform to seize further growth opportunities and to accelerate the transition to becoming a predominantly subscription-based platform. To roll-out the Prime platform in new geographies and support further platform functionality enhancements and product developments, we expect to make additional investments in our IT and hire an additional 550 employees (which, together with our current employees, comprise the largest component of our Fixed Costs) focused on product development by the end of fiscal year 2025. We will also invest in additional Capital

Expenditures for the continued improvement of our Prime platform, specifically with respect to connectivity, payment functionality and further geographic expansion. These investments may slow down our EBITDA growth in the short run but are expected to support sustainable growth in the long run.

Geographic concentration and expansion of operations

We believe that our strategic expansion of our business in Rest of the World markets, together with the organic growth of our business in our Top 6 markets, has contributed to our growth to date and will continue to be an important factor in the development of our business.

In particular, the fragmentation of the travel markets in which we operate allows us to adopt different growth, marketing and product proposition strategies that are tailored specifically for each country in which we operate. For example, in countries where we hold large market positions, such as France, we have focused our resources on retaining our position while at the same time reducing the relative weight of such countries in our Bookings in the context of our expansion strategy relating to the scale and the geographic scope of our operations. For the moment, we do not offer Prime in all our markets, but we plan to roll it out in most of our markets over the medium term. In the six months ended September 30, 2021, 58% of our Bookings were done through Prime in markets where Prime is rolled-out. The pricing of our Prime subscription program is very similar across geographies, with relatively small differences in the subscription fee accounting for the difference in the overall cost of travel and average value of a customer's travel wallet in such geography.

The following table sets forth the percentage of our Bookings and Revenue Margin attributable to our operations in the countries of our Top 6 segment and in France:

	For the year ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
	(unaudited unless otherwise indicated) (in % of total Revenue Margin[1])				
Top 6 segment (total)					
Bookings[1]	77%	75%	73%	77%	75%
Revenue Margin[1] (audited)[2]	78%	77%	77%	80%	76%
France					
Bookings[1]	22%	24%	26%	26%	23%
Revenue Margin[1] (audited)[2]	26%	27%	34%	34%	32%

(1) Bookings and Revenue Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

(2) Audited refers solely to the financial information for the years ended March 31, 2019, 2020 and 2021.

Accordingly, our operating results in France continue to have a significant impact on our overall results. In the years ended March 31, 2020 and 2021, the impact weight of France increased due to the earlier and more advanced roll-out of our Prime subscription program in this market compared to other Top 6 markets. The overall decrease in the demand for travel products in Europe was compensated to a larger extent in France by the positive effects of the advanced roll-out of Prime in this market and notably (i) higher level of repeat Bookings by existing Prime members and (ii) more stable fixed recurring revenue coming from the subscription fees.

Changes in revenue sources and product mix

	For the year ended March 31,						For the six months ended September 30,			
	2019		2020		2021		2020		2021	
	(in € million or % of total Revenue Margin[1])									
Revenue Margin[1]										
Diversification Revenues	236.5	44%	278.0	53%	63.9	57%	31.3	61%	120.3	71%
Classic Customer Revenues	195.1	37%	156.5	30%	33.0	30%	14.0	27%	18.7	11%
Classic Supplier Revenues	74.3	14%	76.3	14%	10.6	10%	3.7	7%	26.1	16%
Advertising and Metasearch Revenues	27.1	5%	17.9	3%	3.7	3%	2.0	4%	3.2	2%
Total Revenue Margin	533.0	100%	528.7	100%	111.1	100%	51.0	100%	168.4	100%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Changes in the air travel industry have affected, and will continue to affect, the revenue earned by online travel companies, including us. In the six months ended September 30, 2021, we earned 71% of our Revenue Margin from Diversification Revenues, 11% from Classic Customer Revenues, 16% from Classic Supplier Revenues and 2% from Advertising and Metasearch Revenues.

In the year ended March 31, 2021, we earned 57% of our Revenue Margin from Diversification Revenues (compared to 51%, 61% and 71% in the three months ended September 30, 2019, 2020 and 2021, respectively), 30% from Classic Customer Revenues, 10% from Classic Supplier Revenues and 3% from Advertising and Metasearch Revenues.

Diversification Revenues

Our revenue diversification strategy continues to have a positive impact on our business, with growth in revenue in both flight related ancillaries and non-flight products. In the year ended March 31, 2021, the contribution of Diversification Revenues to our Revenue Margin increased to 57%, from 53% in the year ended March 31, 2020 and 44% in the year ended March 31, 2019. This trend is in line with the change of our revenue model and our strategy to invest in customer value as we continue to decrease our flight intermediation service fees in our Top 6 markets and seek to increase revenues earned through flight related ancillaries and non-flight products. In the six months ended September 30, 2021, the contribution of Diversification Revenues to our Revenue Margin increased to 71% from 61% in the six months ended September 30, 2020. Our product diversification ratio (i.e. the ratio of flight ancillary products and non-flight products linked to a Booking compared to the total number of Bookings for the last twelve months) was 80%, 87% and 89% for the twelve months ended September 30, 2019, 2020 and 2021, respectively.

We also receive commissions and incentives directly from certain airline companies, based on the total volumes of Bookings we mediate. Given the relatively weaker position of airlines outside of their local markets, many of our airline suppliers pay incentive fees to travel companies such as ourselves in order to improve their sales and build their brand awareness outside their Top 6 markets.

Classic Customer Revenues

A significant portion of our revenue is derived from Classic Customer Revenues, amounting to 30% in the year ended March 31, 2021, compared to 30% in the year ended March 31, 2020 and 37% in the year ended March 31, 2019. In the six months ended September 30, 2021, the contribution of Classic Customer Revenues to our Revenue Margin decreased to 11% from 27% in the six months ended September 30, 2020. Classic Customer Revenues also include the Prime subscription fees recognized in the period.

Classic Supplier Revenues

Our Classic Supplier Revenues include incentives from GDSs and other payment providers. The portion of our total Revenue Margin derived from Classic Supplier Revenues decreased from 14% in the year ended March 31, 2020 to 10% in the year ended March 31, 2021, as a result of the effects of the COVID-19

pandemic. In the six months ended September 30, 2021, the contribution of Classic Supplier Revenues to our Revenue Margin increased to 16% from 7% in the six months ended September 30, 2020 due to the partial recovery of the travel market.

Advertising and Metasearch Revenues

Our Revenue Margin includes non-travel elements such as advertising on our websites, and revenue from our Metasearch activities. The portion of our total Revenue Margin derived from Advertising and Metasearch Revenues remained stable at 3% in the years ended March 31, 2020 and March 31, 2021. In the six months ended September 30, 2021, the contribution of Advertising and Metasearch Revenues to our Revenue Margin decreased to 2% from 4% in the six months ended September 30, 2020 as a result of our strategy to offer our desktop and mobile customers a more user-friendly experience by decreasing the number of advertisements on our websites and mobile applications.

Goodwill, other intangible assets and impairments

The goodwill and other intangible assets recognized on our statement of financial position represented 61% and 29%, respectively, of our total assets as of September 30, 2021 and represented 64% and 30%, respectively, of our total assets as of March 31, 2021 (58% and 28%, respectively, as of March 31, 2020, and 55% and 25% respectively, as of March 31, 2019). These assets consist primarily of goodwill and identified other intangible assets associated with the Combination. Within other intangible assets, our principal assets are our brands (71% of total net other intangible assets as of September 30, 2021, 70% as of March 31, 2021 and 69% and 71% as of March 31, 2020 and as of March 31, 2019, respectively) and software (28% of total net other intangible assets as of September 30, 2021, 29% as of March 31, 2021 and 30%, and 28% as of March 31, 2020, and March 31, 2019, respectively). See Note 15 "Goodwill" and Note 16 "Other Intangible Assets" to our 2021 Consolidated Financial Statements for further information regarding our goodwill and other intangible assets. Any further acquisitions may result in our recognition of additional goodwill or other intangible assets.

Under IFRS, we are required to amortize certain intangibles over the useful life of the asset and subject our goodwill and certain of our intangible assets to impairment testing rather than amortization. Accordingly, on at least an annual basis, we assess whether there have been impairments in the carrying value of our goodwill and certain of our intangible assets. If the carrying value of the asset is determined to be impaired, then it is written down to fair value by an impairment loss in the income statement. See Note 4.3 "Use of Estimates and Judgements" to our 2021 Consolidated Financial Statements.

We recognized an impairment of goodwill of €65.2 million and an impairment of brands of €8.9 million in the year ended March 31, 2020, and an impairment of goodwill of €24.1 million and an impairment of brands of €6.3 million in the year ended March 31, 2021, linked to the deterioration of our business due to the COVID-19 pandemic. See also "Risk Factors—Risks Related to Our Financial Profile—Our statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect our reported results of operations and financial position."

The recognition of impairments affects our income statement. Accordingly, if we recognize impairments in the future, our reported results will be adversely affected, even though such impairments are non-cash items.

Acquisitions and Disposals

From time to time, we acquire businesses. These acquisitions can have a significant effect on our results of operations.

Waylo acquisition

In February 2020, we acquired from RoamAmore Inc. the hotel booking platform TheWaylo.com ("Waylo"). This purchase provided us with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow us to further grow our hotel and Dynamic Packages offering with a significant amount of additional hotels worldwide.

We accounted for this acquisition as a business combination in our 2020 Consolidated Financial Statements in compliance with IFRS 3 "Business Combinations," as the assets acquired were generating

revenue, the contract included contingent payments linked to the marginal profit generated by the acquired business, and we have reached an agreement with certain Key employees of the acquired business to continue working for us.

The consideration paid at the transaction date was €6.5 million and we expect we will have to make additional cash payments to the sellers pursuant to the earn out provisions of the contract depending on the future performance of the acquired business until March 31, 2024. As at September 30, 2021, the discounted value of the contingent consideration was estimated to be €4.4 million.

Operational optimization plan

On May 28, 2019, we announced an operational optimization plan to streamline operations to focus our efforts on our innovation and technology expertise. In line with the new operational structure, our traditional customer service activities are now outsourced to operational partners. This organizational change ensures that eDreams ODIGEO is appropriately structured and better positioned to continue innovating and providing customers with a seamless travel experience.

For our customer service activities in Barcelona, we reached an agreement with an international leader specialized in customer service solutions in the year ended March 31, 2020. The transfer of the assets to the new customer service activities operator gave rise to a loss on disposal of assets of €0.5 million in the year ended March 31, 2020.

We also restructured our customer service functions in Berlin and Milan, where we completed this process in close collaboration with employees in order to find the most suitable solution.

An expense of €9.0 million was recognized for the restructuring costs in the year ended March 31, 2020 (€4.5 million in personnel expenses and €4.5 million in other operating expenses).

Seasonality

We experience seasonal fluctuations in the demand for travel products offered by us. Because we generate the largest portion of our Revenue Margin from flight bookings, and this revenue is generally recognized at the time of booking, these trends cause our revenue to be highest in the periods during which travelers book their vacation. Therefore, our revenue tends to be lower in the quarter ending December 31 than in other quarters and typically highest in the quarter ending March 31, corresponding to bookings for the busy spring and summer travel seasons. Cash generated and profitability have historically been lower between September and December as the post-summer period has historically been our lowest booking period. The COVID-19 pandemic has also affected travelers' behaviors and normal seasonality patterns have been disrupted. For example, customers now tend to book vacations with less lead time. Consequently, comparisons of sequential quarters or years may not be meaningful.

Principal Consolidated Income Statement Line Items

The following section presents our main income statement line items derived from our Consolidated Financial Statements.

Revenue

We make travel services available to customers/travelers, either directly or through other agents. We generate our revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and Low Cost Carriers (LCC) flights as well as travel insurance in connection with, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services.

Our revenue is earned through service fees, commissions, incentive payments received from suppliers and, in specific cases, margins. We also receive incentives from our Global Distribution System ("GDS") service providers based on the volume of supplies mediated through the GDS.

Additionally, we offer to our customers our innovative Prime subscription program that entitles them to additional discounts on all Bookings made during the contractual period or at the point in time the Prime contracted period is about to expire. We accrue revenue from Prime subscription fees based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount.

In addition to the above travel-related revenue, we also generate revenue from non-travel related services, such as revenue for the supply of advertising services on our websites, commissions received from credit card companies and fees charged on toll calls.

For detail on our revenue recognition, which depends on product or service type, see "—Critical Accounting Policies—Revenue recognition" below.

Agency and principal models

We make our flight and non-flight mediation services available primarily through two business models: the agency model and the principal model:

- Under the agency model, we act as disclosed agent and not as primary obligor of the arrangement, and are therefore not bearing any inventory risk. We act as disclosed agent for the supply of mediation services, which form the majority of our services and, therefore, of our Bookings. As disclosed agent, we enable travelers to book flight and non-flight services with travel suppliers. In respect of such mediation services, we are either (a) the full agent of record, in which case we collect the price of the travel service from the customer and pass it through to the travel suppliers at a later date, or (b) the agent of record only in respect of the service fees charged to the customer in which case the customer pays the price of the travel service directly to the travel suppliers. Whether we act as full agent of record or agent of record only in respect of the service fees charged to the customer, we record our revenue on a "net" basis, representing the service fees we earn. In certain cases, we also act as a "pure" limited intermediary whereby we operate as a click-through and pass reservations made by the customer on to the relevant travel supplier (for example, in respect of certain car and hotel reservations). On such intermediary transactions, we are not the agent of record in respect of any amounts paid by the customer and our revenue consists solely of commissions and incentives received from travel suppliers and/or other service providers. Depending on the specific agency role that we perform, we may provide varying degrees of support services, if any, to the customer once the booking has been made.
- Under the principal model, we act as principal supplier, which means that we purchase inventory on demand for resale to the customers/travelers or otherwise are the obligor of the travel supply arrangement. In this case, revenue represents the total amount paid by our customers for such products and services and we recognize such revenue on a "gross" basis. The cost of procuring the relevant products sold to our customers for which we act as principal is accounted for as "supplies." We only act in our own name to customers in certain hotel accommodation through a designated Group company. This company purchases hotel accommodation from suppliers for on-selling it to our customers at a price determined by us. In this case, we have the primary responsibility for supplying the hotel accommodation vis-à-vis our Customers.

For more information, see "—Accounting Policies—Revenue recognition" below.

Cost of Sales

Cost of sales primarily consists of direct costs associated with the supply of certain hotel accommodation for which we act as principal through a designated Group company. The cost of sales is variable in nature and is primarily driven by transaction volumes. We do not acquire inventory in advance, as the inventory acquisitions are managed on demand.

Personnel expenses

Personnel expenses primarily consist of wages and salaries, employee welfare expenses, contributions to mandatory retirement funds as well as other expenses related to the payment of retirement benefits, and other employee benefits. In addition, personnel expenses include personnel costs relating to IT development projects to the extent they are not capitalized.

Depreciation and amortization, impairment and gain/(loss) arising from assets disposals

Depreciation and amortization, impairment and gain/(loss) arising from assets disposals consists primarily of depreciation expense recorded on property and equipment, such as computers and office furniture, fixtures and equipment, leasehold improvements and IT hardware and capitalized IT costs and includes any impairment we recognize. Amortization consists primarily of amortization recorded on intangible assets, such as software, licenses and trademarks and domains. Impairment consists primarily of impairment recorded on intangible assets, such as brands and goodwill. See "—Key Factors Affecting Our Results of Operations—Goodwill, other intangible assets and impairments" above.

Other operating income/(expenses)

Other operating expenses primarily consist of marketing expenses, credit card processing costs (incurred only under the agency model), chargebacks on fraudulent transactions, IT costs relating to the development and maintenance of our technology, GDS search costs and fees paid to our outsourcing service providers, such as outsourced call centers or IT services. Our marketing expenses comprise customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns) and commissions due to agents and white label partners. A large portion of our other operating expenses are variable costs, either because they are directly related to the number of transactions processed through us or because they result from discretionary decisions from our management.

Financial and similar income and expenses

Financial and similar income and expenses principally consists of interest expense on our debt, other financing costs and bank charges.

Income tax

Income tax corresponds to the tax expense based on taxable profits, and includes current income tax and deferred income tax.

Comparison of the six months ended September 30, 2021 and 2020

Key Operating Metrics

The following table sets forth certain of our key operating metrics for the six months ended September 30, 2021 and 2020:

	For the six months ended September 30,			FY22 Q2 Annualized
	2020	2021	Change	
	(unaudited)		(%)	
	(in € million, unless otherwise stated)			
Prime members (in thousand)	664.0	1,729.0	160%	—
Bookings[(1)] (in million)				
Top 6	1.1	4.3	283%	—
Rest of the World	0.3	1.4	317%	—
Total Bookings (in million)	1.5	5.7	291%	—
Revenue Margin[(1)]				
Top 6	40.7	128.0	215%	—
Rest of the World	10.3	40.4	290%	—
Total Revenue Margin	51.0	168.4	230%	400.0
Cash Revenue Margin[(1)]	56.8	187.0	229%	454.0
Adjusted EBITDA[(1)]	(16.8)	0.7	(104)%	11.0
Cash EBITDA[(1)]	(11.0)	19.4	(276)%	65.0
EBITDA[(1)]	(19.3)	(3.5)	(82)%	3.0
Adjusted EBITDA Margin[(1)] (% of Revenue Margin)	(33)%	0%	—	—
Cash EBITDA Margin[(1)] (% of Cash Revenue Margin)	(19)%	10%	—	14.3%

(1) Prime members, Bookings, Revenue Margin, Cash Revenue Margin, EBITDA, Adjusted EBITDA, Cash EBITDA, Adjusted EBITDA Margin, and Cash EBITDA Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Prime Members

Prime members increased by 1.1 million, or 160%, from 664.0 thousand Prime members in the six months ended September 30, 2020, to approximately 2.2 million Prime members as at December 31, 2021. This was principally driven by the increase in Bookings (see below) and the continued roll-out of our Prime subscription program.

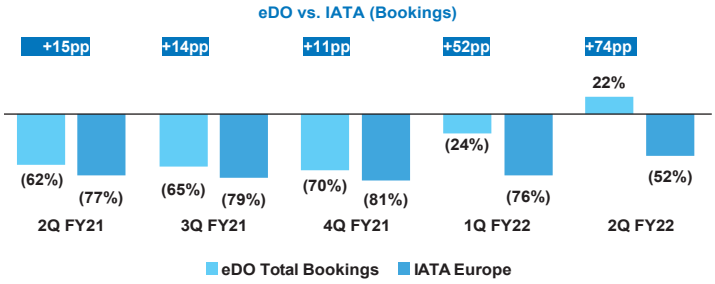
Bookings

Bookings increased by 291% to 5.7 million in the six months ended September 30, 2021, from 1.5 million in the six months ended September 30, 2020, mainly driven by the increase in the demand for travel products following the easing of travel restrictions after the roll-out of vaccination campaigns.

Top 6 segment. In the Top 6 segment, Bookings increased by 3.2 million, or 283%, to 4.3 million in the six months ended September 30, 2021, from 1.1 million in the six months ended September 30, 2020, as a result of the increase in the demand for travel products following the easing of travel restrictions after the roll-out of vaccination campaigns.

Rest of the World segment. In the Rest of the World segment, Bookings increased by 1.1 million, or 317%, to 1.4 million in the six months ended September 30, 2021, from 0.3 million in the six months ended September 30, 2020, principally due to the successful implementation of our strategic initiatives and roll-out of our Prime subscription program in our Rest of the World markets.

Change in Flight Bookings Relative to IATA Industry Average. The graph below shows how year-on-year changes in our number of flight Bookings compare to the IATA industry average for each of the periods shown.



Source: IATA Economics, Company data

Revenue Margin

Revenue Margin increased by €117.4 million, or 230%, to €168.4 million in the six months ended September 30, 2021, from €51.0 million in the six months ended September 30, 2020, due to an increase in Bookings of 291% as described above under "Bookings," partly offset by a decrease in Revenue Margin per Booking of 16%, from €34.7 per Booking in the six months ended September 30, 2020, to €29.3 per Booking in the six months ended September 30, 2021, mainly due to the decrease in our core flight intermediation service fee to offer our customers the best prices, partly offset by the growth in revenue in flight related ancillaries driven by our revenue diversification strategy.

Top 6 segment. In the Top 6 segment, Revenue Margin increased by €87.3 million or 215%, to €128.0 million in the six months ended September 30, 2021, from €40.7 million in the six months ended September 30, 2020, due to an increase in Bookings of 283%, partly offset by a decrease in Revenue Margin per Booking of 18% as a result of the implementation of our revenue diversification strategy.

Rest of the World segment. In the Rest of the World segment, Revenue Margin increased by €30.1 million or 290%, to €40.4 million in the six months ended September 30, 2021, from €10.3 million in the six months ended September 30, 2020, due to an increase in Bookings of 317%, partly offset by a decrease in Revenue Margin per Booking of 6%. This is a result of a decrease in our core flight intermediation service fee to offer our customers the best prices, partly offset by an increase of flight related ancillaries and other Diversification Revenue per Booking reflecting the implementation of our diversification strategy in our Rest of the World markets.

Revenue Margin by source. We earn our Revenue Margin from customers, suppliers, advertising and metasearch. As defined in the "Overview section," we divide our total Revenue Margin between Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues, and Advertising and Metasearch Revenues. The following table sets forth our Revenue Margin by source for the six months ended September 30, 2021 and 2020.

	For the six months ended September 30,				
	2020		2021		Change
			(unaudited)		(%)
	(in € million or % of total Revenue Margin[1])				
Revenue Margin[1]					
Diversification Revenues	31.3	61%	120.3	71%	284%
Classic Customer Revenues	14.0	27%	18.7	11%	34%
Classic Supplier Revenues	3.7	7%	26.1	16%	600%
Advertising and Metasearch Revenues	2.0	4%	3.2	2%	61%
Total Revenue Margin	**51.0**	**100%**	**168.4**	**100%**	**230%**

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data Non-GAAP Measures."

Revenue Margin from Diversification Revenue increased by €89.0 million, or 284%, to €120.3 million in the six months ended September 30, 2021, from €31.3 million in the six months ended September 30, 2020. This increase is mainly explained by increased sales of flight ancillaries and the higher Revenue Margin of other vacation products, reflecting the implementation of our revenue and product diversification strategy.

Revenue Margin from Classic Customer Revenues increased by €4.7 million, or 34%, to €18.7 million in the six months ended September 30, 2021, from €14.0 million in the six months ended September 30, 2020, as a result of our strategy to invest in customer value and to change our revenue model, including a decrease in our flight intermediation service fee to offer our customers the best prices.

Revenue Margin from Classic Supplier Revenues increased by €22.4 million, or 600%, to €26.1 million in the six months ended September 30, 2021, from €3.7 million in the six months ended September 30, 2020. The increase was mainly driven by a lower level of cancellation rate.

Revenue Margin from Advertising and Metasearch Revenues increased by €1.2 million, or 61%, to €3.2 million in the six months ended September 30, 2021, from €2.0 million in the six months ended September 30, 2020 driven by increases in Advertising revenues as a result of increased website traffic and improved performance of our Metasearch business.

Cash Revenue Margin

Cash Revenue Margin increased by €130.2 million, or 229%, to €187.0 million in the six months ended September 30, 2021, from €56.8 million in the six months ended September 30, 2020. This is due to an increase in Revenue Margin (as described above), combined with an increase in the variation of Prime Deferred Revenue by €12.8 million, or 222%, from €5.8 million in the six months ended September 30, 2020 to €18.6 million in the six months ended September 30, 2021.

Adjusted EBITDA

Adjusted EBITDA increased by €17.5 million, or 104%, to €0.7 million in the six months ended September 30, 2021, from €(16.8) million in the six months ended September 30, 2020, as a consequence of higher Revenue Margin (as described above), partly offset by higher Variable Costs and Fixed Costs (as explained below).

We analyze our costs in two categories, as set forth in the following table for the six months ended September 30, 2021 and 2020:

	For the six months ended September 30,		
	2020	2021	Change
	(unaudited)		(%)
	(in € million)		
Variable Costs[1]	(38.4)	(137.8)	259%
Fixed Costs[1]	(29.5)	(29.8)	1%
Variable Costs per Booking (in €)[1]	(26.1)	(24.0)	(8)%
Fixed Costs per Booking (in €)[1]	(20.1)	(5.2)	(74)%

(1) Variable Costs and Fixed Costs are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Variable Costs. Variable Costs increased by €99.4 million, or 259%, to €137.8 million in the six months ended September 30, 2021, from €38.4 million in the six months ended September 30, 2020, driven by the increase in Bookings (as described under "Bookings" above), partly offset by the Variable Costs per Booking decrease of 8%, from €26.1 in the six months ended September 30, 2020, to €24.0 in the six months ended September 30, 2021, as a result of lower marginal costs, mostly driven by our significant investment in our call center to provide more efficient customer support.

Fixed Costs. Fixed Costs increased by €0.3 million, or 1%, to €29.8 million in the six months ended September 30, 2021, from €29.5 million in the six months ended September 30, 2020, mainly driven by higher personnel costs, due to the government supported scheme (ERTE) for temporary salary reductions in the six months ended September 30, 2020.

Cash EBITDA

Cash EBITDA increased by €30.4 million, or 276%, to €19.4 million in the six months ended September 30, 2021, from €(11.0) million in the six months ended September 30, 2020. This is due to an increase in Adjusted EBITDA (as described above), combined with an increase in the variation of Prime Deferred Revenue by €12.8 million, or 222%, from €5.8 million in the six months ended September 30, 2020 to €18.6 million in the six months ended September 30, 2021.

EBITDA

EBITDA increased by €15.8 million, or 82%, to €(3.5) million in the six months ended September 30, 2021, from €(19.3) million in the six months ended September 30, 2020, mainly due to higher Adjusted EBITDA as described above combined with a decrease in non-recurring items.

See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data—Reconciliation of EBITDA and Adjusted EBITDA to Operating profit."

Results of Operations

The following table sets forth our results of operations for the six months ended September 30, 2021 and 2020.

	For the six months ended September 30,		
	2020	2021	Change
	(in € million)		(%)
Revenue	50.6	172.5	241%
Cost of Sales	0.4	(4.2)	(1103)%
Revenue Margin[(1)]	**51.0**	**168.4**	**230%**
Personnel expenses	(22.2)	(26.4)	19%
Depreciation, amortization,	(18.3)	(17.1)	(7)%
Impairment loss	—	—	—
Gain/(loss) arising from assets disposals	—	—	—
Impairment loss on bad debts	0.1	(0.3)	(400)%
Other operating expenses	(48.1)	(145.1)	201%
Operating profit/(loss)	**(37.6)**	**(20.5)**	**(45)%**
Interest expense on debt	(13.9)	(13.9)	0%
Other financial income/(expenses)	1.6	(1.9)	(215)%
Financial and similar income and expenses	**(12.3)**	**(15.8)**	**28%**
Profit/(loss) before tax	**(49.9)**	**(36.3)**	**(27)%**
Income tax	4.7	(1.2)	(125)%
Profit/(loss) for the year from continuing operations	**(45.2)**	**(37.5)**	**(17)%**
Profit for the year from discontinued operations net of taxes	—	—	—

	For the six months ended September 30,		
	2020	2021	Change
	(in € million)		(%)
Consolidated profit/(loss) for the year	**(45.2)**	**(37.5)**	**(17)%**
Non-controlling interest—Result	—	—	—
Profit and loss attributable to shareholders of the Company	**(45.2)**	**(37.5)**	**(17)%**
Basic earnings per share (euro)	(0.41)	(0.34)	(17)%
Diluted earnings per share (euro)	(0.41)	(0.34)	(17)%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Revenue

Revenue increased by €121.9 million, or 241%, to €172.5 million in the six months ended September 30, 2021, from €50.6 million in the six months ended September 30, 2020, principally due to an increase in Bookings, as described under "Bookings" above, partly offset by a decrease in Revenue Margin per Booking for the reasons detailed under "Revenue Margin".

Cost of Sales

Cost of sales incurred by the supply of hotel accommodation where the Group acts as a principal increased by €4.6 million to an expense of €(4.2) million in the six months ended September 30, 2021, from an income of €0.4 million in the six months ended September 30, 2020. This variation is due to a high volume of Bookings cancellation and very low trading activity in the period of six months ended September 30, 2020. The cancellation of the hotel accommodations correspondingly negatively impacted the Gross Revenue.

Personnel expenses

Personnel expenses increased by €4.2 million, or 19%, to €26.4 million in the six months ended September 30, 2021, from €22.2 million in the six months ended September 30, 2020, mainly because of the lower personnel expenses in the six months ended September 30, 2020 due to the temporary reduction of working hours (a reduction of 40% between April and August 2020 and 20% in September 2020 and the affected employees received 80% and then 90% of their net remuneration in that period).

Depreciation and amortization

Depreciation and amortization decreased by €1.2 million to €17.1 million in the six months ended September 30, 2021, from €18.3 million in the six months ended September 30, 2020, principally due to the decrease of the depreciable value of fixed assets. For further details, please refer to Note 10 "Depreciation, amortization and impairment" to our H1 2022 Condensed Interim Financial Statements.

Impairment loss on bad debt

Impairment loss on bad debt increased by €0.4 million, or 400%, to €0.3 million in the six months ended September 30, 2021, from €0.1 million in the six months ended September 30, 2020, mainly reflecting the increase in volume of receivables and accrued income.

Other operating expenses

Other operating expenses increased by €97.0 million, or 201%, to €145.1 million in the six months ended September 30, 2021, from €48.1 million in the six months ended September 30, 2020. Management considers certain operating expenses as adjusted operating expenses. Adjusted operating expenses are restructuring expenses and other income and expense items which are considered by management to not be reflective of our ongoing operations.

Non-adjusted other operating expenses principally consist of (i) variable costs, such as marketing expenses, external call center costs, credit card expenses and chargeback costs, and cloud and traffic costs (ii) fixed costs, such as, among others, IT-related expenditures, rent, external fees and media costs, partly offset by capitalization of IT project expenses. Non-adjusted other operating expenses increased

by €97.3 million, or 204%, to €145.0 million in the six months ended September 30, 2021, from €47.7 million in the six months ended September 30, 2020, mainly due to the increase in Bookings, since a large portion of the non-adjusted other operating expenses are variable costs directly related to volume of Bookings.

Adjusted other operating expenses decreased by €0.3 million, to €0.0 million in the six months ended September 30, 2021, from €0.4 million in the six months ended September 30, 2020. This is due to the fact that in the six months ended September 30, 2020, adjusted operating expenses principally comprised one-off expenses with certain suppliers in connection with our redomiciliation to Spain.

Operating profit/(loss)

As a result of the foregoing factors, we generated an operating loss of €20.5 million in the six months ended September 30, 2021, compared to an operating loss of €37.6 million in the six months ended September 30, 2020.

Interest expense on debt

Interest expense on debt remained stable at €13.9 million in the six months ended September 30, 2021 and 2020.

Other financial income/(expenses)

Other financial income/(expenses) decreased by €3.5 million, or 215%, to an expense of €1.9 million in the six months ended September 30, 2021, from an income of €1.6 million in the six months ended September 30, 2020 principally due to the impact of the fluctuations on the foreign exchange rates for cash and cash equivalents that we have in currencies other than Euros.

Financial and similar income and expenses

Financial and similar expenses decreased by €3.5 million, or 28%, to an expense of €15.9 million in the six months ended September 30, 2021, from an expense of €12.3 million in the six months ended September 30, 2020.

Profit/(loss) before tax

We generated a loss before tax of €36.3 million in the six months ended September 30, 2021, compared to a loss of €49.9 million in the six months ended September 30, 2020.

Income tax

Income tax expense increased by €5.9 million to €1.2 million expense in the six months ended September 30, 2021, from €4.7 million income in the six months ended September 30, 2020. This increase is due to (a) lower income tax expense due to the recognition of the parent company's losses in Spain for the 2022 financial year (€0.2 million), (b) lower income tax expense in the UK due to lower write-off of deferred tax assets relating to tax losses (€2.7 million), (c) lower income tax due to lower Spanish tax losses (€1.7 million), (d) lower Spanish research and development tax credit (€1.1 million) and (e) higher deferred income tax expense on UK intangible assets due to a tax rate change in the UK (€6.4 million) and (f) miscellaneous higher income tax (€0.4 million)

Profit/(loss) for the year from continuing operations

As a result of the foregoing factors, we generated a loss of €37.5 million in the six months ended September 30, 2021, compared to a loss of €45.2 million in the six months ended September 30, 2020.

Comparison of the years ended March 31, 2021 and 2020

Key Operating Metrics

The following table sets forth certain of our key operating metrics for the years ended March 31, 2021 and 2020:

	For the years ended March 31,		
	2020	2021	Change
	(in € million, unless otherwise stated)		(%)
Prime members (in thousand)	556	876	58%
Bookings[1] (in million)			
Top 6	8.1	2.4	(71)%
Rest of the World	2.7	0.9	(67)%
Total Bookings (in million)	10.8	3.2	(70)%
Revenue Margin (audited)[1]			
Top 6	405.2	85.9	(79)%
Rest of the World	123.4	25.2	(80)%
Total Revenue Margin	528.7	111.1	(79)%
Cash Revenue Margin[1]	534.3	121.8	(77)%
Adjusted EBITDA[1]	115.1	(38.2)	(133)%
Cash EBITDA[1]	120.7	(27.4)	(123)%
EBITDA[1]	100.7	(45)	(145)%
Adjusted EBITDA Margin[1] (% of Revenue Margin)	22%	(34)%	
Cash EBITDA Margin[1] (% of Cash Revenue Margin)	23%	(23)%	

(1) Prime members, Bookings, Revenue Margin, Cash Revenue Margin, EBITDA, Adjusted EBITDA, Cash EBITDA, Adjusted EBITDA Margin and Cash EBITDA Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Prime members

Prime members increased by 320 thousand, or 58%, from 556 thousand Prime members in the year ended March 31, 2020 to 876 thousand Prime members in the year ended March 31, 2021. This was driven by the continued roll-out of our Prime subscription program.

Bookings

Bookings decreased by 7.6 million, or 70%, to 3.2 million in the year ended March 31, 2021, from 10.8 million in the year ended March 31, 2020, mainly driven by a significant decrease in demand for travel products following the worldwide travel restrictions imposed to limit the spread of COVID-19.

Top 6 segment. In the Top 6 segment, Bookings decreased by 5.7 million, or 71%, to 2.4 million in the year ended March 31, 2021, from 8.1 million in the year ended March 31, 2020, as a result of a decrease in demand for travel products following the worldwide travel restrictions imposed to limit the spread of COVID-19.

Rest of the World segment. In the Rest of the World segment, Bookings decreased by 1.8 million, or 67%, to 0.9 million in the year ended March 31, 2021, from 2.7 million in the year ended March 31, 2020, principally due to the worldwide travel restrictions imposed to limit the spread of COVID-19. This was partly offset by stronger demand on domestic flights in certain countries like the United States and Australia.

Revenue Margin

Revenue Margin decreased by €417.6 million, or 79%, to €111.1 million in the year ended March 31, 2021, from €528.7 million in the year ended March 31, 2020, mainly due to the decrease in Bookings and lower Revenue Margin per Booking, driven by lower average basket value of Bookings due to COVID-19, which results in lower Classic Customer Revenue and Diversification Revenues from customers and lower Classic Supplier Revenue.

Top 6 segment. In the Top 6 segment, Revenue Margin decreased by €319.3 million or 79%, to €85.9 million in the year ended March 31, 2021, from €405.2 million in the year ended March 31, 2020. This was principally driven by a decrease in Bookings of 71% and lower Revenue Margin per Booking, driven by a lower average basket value of Bookings due to COVID-19.

Rest of the World segment. In the Rest of the World segment, Revenue Margin decreased by €98.2 million or 80%, to €25.2 million in the year ended March 31, 2021, from €123.4 million in the year

ended March 31, 2020. This was principally driven by a decrease in Bookings of 67% and lower Revenue Margin per Booking, driven by a lower average basket value of Bookings due to COVID-19.

Revenue Margin by source. We earn our Revenue Margin from customers, suppliers, advertising and metasearch. As defined in the "Overview section," we divide our total Revenue Margin between Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues, and Advertising and Metasearch Revenues. The following table sets forth our Revenue Margin by source for the years ended March 31, 2021 and 2020.

	For the years ended March 31,				
	2020		2021		Change
			(unaudited) (in € million or % of total Revenue Margin)		(%)
Revenue Margin[1]					
Diversification Revenues	278.0	53%	63.9	58%	(77)%
Classic Customer Revenues	156.5	30%	33.0	30%	(79)%
Classic Supplier Revenues	76.3	14%	10.6	10%	(86)%
Advertising and Metasearch Revenues	17.9	3%	3.7	3%	(79)%
Total Revenue Margin	**528.7**	**100%**	**111.1**	**100%**	**(79)%**

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data Non-GAAP Measures."

Revenue Margin from Diversification Revenues decreased by €214.1 million, or 77%, to €63.9 million in the year ended March 31, 2021, from €278.0 million in the year ended March 31, 2020, due to the decrease in Bookings following the travel restrictions imposed to limit the spread of COVID-19, as well as a decrease in Revenue Margin per Booking driven by lower average basket value of Bookings. This has resulted in lower Diversification Revenues from customers and suppliers.

Revenue Margin from Classic Customer Revenues decreased by €123.5 million, or 79%, to €33.0 million in the year ended March 31, 2021, from €156.5 million in the year ended March 31, 2020, resulting from the decrease in Bookings following the travel restrictions imposed to limit the spread of COVID-19.

Revenue Margin from Classic Supplier Revenues decreased by €65.7 million, or 86%, to €10.6 million in the year ended March 31, 2021, from €76.3 million in the year ended March 31, 2020. The decrease was mainly driven by the decrease in Bookings following the travel restrictions imposed to limit the spread of COVID-19. As well as the negative impact of the high level of flight cancellations.

Revenue Margin from Advertising and Metasearch Revenues decreased by €14.2 million, or 79%, to €3.7 million in the year ended March 31, 2021, from €17.9 million in the year ended March 31, 2020. This is mainly the result of the decrease in searches and clicks generated by our Metasearch activities due to the weak demand for travel products following the travel restrictions imposed to limit the spread of COVID-19. This is also explained by our continued strategy to decrease advertising on our website in order to offer a more user-friendly experience to our consumers both on desktop and mobile applications.

Cash Revenue Margin

Cash Revenue Margin decreased by €412.5 million, or 77%, to €121.8 million in the year ended March 31, 2021, from €534.3 million in the year ended March 31, 2020. This is due to a decrease in Revenue Margin (as described above), partly offset by an increase in the variation of Prime Deferred Revenue by
€5.1 million, or 91%, from €5.6 million in the year ended March 31, 2020 to €10.7 million in the year ended March 31, 2021 due to the growth of our Prime subscription program

Adjusted EBITDA

Adjusted EBITDA decreased by €153.3 million to €(38.2) million in the year ended March 31, 2021, from €115.1 million in the year ended March 31, 2020, mainly due to the decrease in Revenue Margin which was a result of the decrease in Bookings following the travel restrictions imposed to limit the spread of COVID-19 as well as the decrease in Revenue Margin per Booking driven by the lower average basket value of Bookings. This was partly offset by a decrease in Variable Costs, which despite higher one-off

call center restructuring costs was in line with the Bookings decrease.

We analyze our costs in two categories, as set forth in the following table for the years ended March 31, 2021 and 2020:

	For the years ended March 31,		
	2020	2021	Change
	(in € million)		(%)
Variable Costs[1]	(350.8)	(86.1)	(75)%
Fixed Costs[1]	(62.8)	(63.2)	1%
Variable Costs per Booking (in €)[1]	(32.6)	(26.5)	(19)%
Fixed Costs per Booking (in €)[1]	(5.8)	(19.5)	234%

(1) Variable Costs and Fixed Costs are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Variable Costs. Variable Costs decreased by €264.7 million, or 75%, to €(86.1) million in the year ended March 31, 2021, from €(350.8) million in the year ended March 31, 2020, driven by the decrease in Bookings (as described under "Bookings" above) and combined with the Variable Costs per Booking decrease of 19%, from €(32.6) in the year ended March 31, 2020, to €(26.5) in the year ended March 31, 2021, as a result of lower investment in marketing costs in the year ended March 31, 2021 compared to the year ended March 31, 2020.

Fixed Costs. Fixed Costs increased by €0.4 million, or 1%, to €(63.2) million in the year ended March 31, 2021, from €(62.8) million in the year ended March 31, 2020 despite savings in Personnel Cost and other Fixed Costs. This is mainly due to the year ended March 31, 2020 being positively impacted by foreign exchange and the reversal of the bonus provision of the prior year.

Cash EBITDA

Cash EBITDA decreased by €148.1 million, to €(27.4) million in the year ended March 31, 2021, from €120.7 million in the year ended March 31, 2020. This is due to the decrease in Adjusted EBITDA (as described above), partly offset by an increase in the variation of Prime Deferred Revenue by €5.1 million, or 91%, from €5.6 million in the year ended March 31, 2020 to €10.7 million in the year ended March 31, 2021.

EBITDA

EBITDA decreased by €145.7 million to €(45.0) million in the year ended March 31, 2021, from €100.7 million in the year ended March 31, 2020, reflecting the evolution of Adjusted EBITDA (as described above), as well as lower non-recurring costs due to the closure of our Milan and Berlin call centers in the year ended March 31, 2020.

See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data—Reconciliation of EBITDA and Adjusted EBITDA to Operating profit."

Results of Operations

The following table sets forth our results of operations for the years ended March 31, 2020 and 2021.

	For the years ended March 31,		
	2020	2021	Change
	(in € million)		(%)
Revenue	561.8	107.2	(81)%
Cost of sales	(33.1)	3.9	112%
Revenue Margin[(1)]	528.7	111.1	(79)%
Personnel expenses	(56.0)	(47.8)	(15)%
Depreciation and amortization	(34.5)	(35.4)	2%
Impairment loss	(74.9)	(30.6)	(59)%
Gain/(loss) arising from assets disposals	(0.5)	—	(100)%
Impairment (loss)/profit on bad debts	(2.4)	1.4	158%
Other operating expenses	(369.5)	(109.7)	(70)%
Operating profit/(loss)	(9.2)	(110.9)	1100%
Interest expense on debt	(25.3)	(27.8)	10%
Other financial income/(expenses)	(4.5)	0.1	102%
Financial and similar income and expenses	(29.8)	(27.7)	(7)%
Profit/(loss) before taxes	(39.1)	(138.6)	254%
Income tax	(1.4)	14.4	1,097%
Profit/(loss) for the year from continuing operations	(40.5)	(124.2)	207%
Profit for the year from discontinued operations net of taxes	—	—	—
Consolidated profit/(loss) for the year	(40.5)	(124.2)	207%
Non-controlling interest—Result	—	—	—
Profit/(loss) attributable to shareholders of the Company	(40.5)	(124.2)	207%
Basic earnings per share (euro)	(0.37)	(1.13)	205%
Diluted earnings per share (euro)	(0.37)	(1.13)	205%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Revenue

Revenue decreased by €454.6 million, or 81%, to €107.2 million in the year ended March 31, 2021, from €561.8 million in the year ended March 31, 2020, principally due to a decrease in Revenue Margin per Booking for the reasons detailed under "Revenue Margin" and also the impact of decreased Bookings as described under "Bookings".

Cost of sales

Cost of sales incurred in connection with the supply of hotel accommodation where we act as a principal decreased by €37 million, or 112%, to €3.9 million in the year ended March 31, 2021, from €(33.1) million in the year ended March 31, 2020, principally due to high volume of Bookings cancellation and very low trading activity.

Personnel expenses

Personnel expenses decreased by €8.2 million, or 15%, to €(47.8) million in the year ended March 31, 2021, from €(56.0) million in the year ended March 31, 2020, mainly as a result of to the temporary reduction of working hours between April 1, 2020 and November 30, 2020.

Depreciation and amortization

Depreciation and amortization increased by €0.9 million, or 2%, to €(35.4) million in the year ended March 31, 2021, from €(34.5) million in the year ended March 31, 2020, principally due to the increase in amortization and depreciation relating to the acquisition of new assets (mainly software). For further details, please refer to Note 11 "Depreciation and Amortization" to our 2021 Consolidated Financial Statements.

Impairment loss

Impairment loss decreased by €44.3 million, or 59%, to €30.6 million in the year ended March 31, 2021, from €74.9 million in the year ended March 31, 2020, principally due to the reduction in trading activity due to the COVID-19 pandemic.

Gain/(loss) arising from assets disposals

Loss arising from assets disposals was nil in the year ended March 31, 2021, compared to €0.5 million in the year ended March 31, 2020 related to the operational optimization plan.

Impairment (loss)/profit on bad debts

Impairment (loss)/profit on bad debts was a profit of €1.4 million in the year ended March 31, 2021, compared to a loss of €2.4 million in the year ended March 31, 2020, principally due to decrease in trade receivables as a consequence of the reduction in volume of Bookings as a result of the COVID-19 pandemic.

Other operating income/(expenses)

Other operating expenses decreased by €259.8 million, or 70%, to €109.7 million in the year ended March 31, 2021, from €369.5 million in the year ended March 31, 2020. Management considers certain operating expenses as adjusted operating expenses which include restructuring expenses and other income and expense items which are considered by management to not be reflective of our ongoing operations.

Non-adjusted other operating expenses principally consist of (i) variable costs, such as marketing expenses, external call center costs, credit card expenses and chargeback costs, and cloud and traffic costs (ii) fixed costs, such as, among others, IT-related expenditures, rent, external fees and media costs, partly offset by capitalization of IT project expenses. Non-adjusted other operating expenses decreased by €253.6 million, or 70%, to €109.0 million in the year ended March 31, 2021, from €362.6 million in the year ended March 31, 2020, mainly due to the decrease in Bookings linked to the impact of the COVID-19 pandemic, as a large portion of the non-adjusted other operating expenses are variable costs directly related to volume of Bookings.

Adjusted other operating expenses decreased by €6.2 million, to €0.7 million in the year ended March 31, 2021, from €6.9 million in the year ended March 31, 2020. In the year ended March 31, 2020, adjusted operating expenses corresponded mainly to the €4.5 million of expenses with certain suppliers linked with our operational optimization plan.

Operating profit/(loss)

As a result of the foregoing factors, we generated an operating loss of €110.9 million in the year ended March 31, 2021, compared to an operating loss of €9.2 million in the year ended March 31, 2020.

Interest expense on debt

Interest expense on debt increased by €2.5 million, or 10%, to €27.8 million in the year ended March 31, 2021, from €25.3 million in the year ended March 31, 2020, principally due to the higher utilization of the Super Senior Credit Facilities during the year ended March 31, 2021, related to the impact of COVID-19.

Other financial income/(expenses)

Other financial income amounted to an income of €0.1 million in the year ended March 31, 2021, compared to an expense of €4.5 million in the year ended March 31, 2020, principally due to the impact of the fluctuations in the foreign exchange rates for cash and cash equivalents that we hold currencies other than Euros.

Financial and similar income and expenses

Our financial and similar expenses decreased by €2.1 million, or 26%, to an expense of €27.7 million in the year ended March 31, 2021, from an expense of €29.8 million in the year ended March 31, 2020. The decrease in expenses in the year ended March 31, 2021, is primarily explained by positive foreign exchange effects, partly offset by the higher utilization of the Super Senior Credit Facilities during the

year ended March 31, 2021, related to the impact of COVID-19. For further details, please refer to Note 13 "Financial Income and Expense" to our 2021 Consolidated financial statements.

Profit/(loss) before tax

We generated a loss before tax of €138.6 million in the year ended March 31, 2021, compared to a loss before tax of €39.1 million in the year ended March 31, 2020.

Income tax

Income tax expense decreased by €15.9 million from €14.4 million income in the year ended March 31, 2021, compared to a €1.4 million expense in the year ended March 31, 2020, due to (a) the recognition of €14.7 million deferred tax asset for tax losses generated by us as a result of the effects of COVID-19 (lower income tax expense), (b) the €1.6 million effect of a rate change on U.K. deferred tax liabilities (higher income tax expense), (c) a €0.7 million reduction of the provision for income tax risks (lower income tax expense), (d) the €1.3 million effect of lower taxable profits in the U.K. (lower income tax expense), (e) the recognition of €1.9 million deferred tax assets of the our current year tax loss (lower tax expense), (f) no recognition of a €0.6 million tax expense on an impairment of goodwill in the year ended March 31, 2021 (higher income tax expense) and (g) other differences aggregating to €0.6 million (higher income tax expense).

Profit/(loss) for the year from continuing operations

As a result of the foregoing factors, we generated a loss of €124.2 million in the year ended March 31, 2021, compared to a loss of €40.5 million in the year ended March 31, 2020.

Comparison of the years ended March 31, 2020 and 2019

Key Operating Metrics

The following table sets forth certain of our key operating metrics for the years ended March 31, 2020 and 2019:

	For the years ended March 31,		Change
	2019	2020	(%)
	(unaudited, unless otherwise stated)		
	(in € million, unless otherwise stated)		
Prime members (in thousand)	165	556	237%
Bookings[(1)] (in million)			
Top 6	8.6	8.1	(6)%
Rest of the World	2.6	2.7	3%
Total Bookings (in million)	11.2	10.8	(4)%
Revenue Margin (audited)[(1)]			
Top 6	418.1	405.2	(3)%
Rest of the World	114.9	123.4	7%
Total Revenue Margin	533.0	528.7	(1)%
Cash Revenue Margin[(1)]	537.1	534.3	(1)%
Adjusted EBITDA[(1)]	119.6	115.1	(4)%
Cash EBITDA[(1)]	123.6	120.7	(2)%
EBITDA[(1)]	116.4	100.7	(13)%
Adjusted EBITDA Margin[(1)] (% of Revenue Margin)	22%	22%	—
Cash EBITDA Margin[(1)] (% of Cash Revenue Margin)	23%	23%	—

(1) Prime members, Bookings, Revenue Margin, Cash Revenue Margin, EBITDA, Adjusted EBITDA, Cash EBITDA, Adjusted EBITDA Margin, and Cash EBITDA Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Prime members

Prime members increased by 391 thousand, or 237%, from 165 thousand Prime members in the year ended March 31, 2019 to 556 thousand Prime members in the year ended March 31, 2020. This was driven by the roll-out of our Prime subscription program.

Bookings

Bookings decreased by €0.4 million, or 4%, to €10.8 million in the year ended March 31, 2020, from €11.2 million in the year ended March 31, 2019, mainly driven by a 53% year-on-year decrease in the last 5 weeks of the year ended March 31, 2020 due to the spread of COVID-19.

Top 6 segment. In the Top 6 segment, Bookings decreased by 0.3 million, or 6%, to 8.1 million in the year ended March 31, 2020, from 8.6 million in the year ended March 31, 2019, due to the spread of COVID-19 that specifically impacted our Top 6 countries in the last 5 weeks of the year ended March 31, 2020 (notably Italy since the beginning of February 2020). This was partly offset by an increase of Bookings in the rest of the year driven by the roll-out of our Prime subscription program.

Rest of the World segment. In the Rest of the World segment, Bookings increased by 0.1 million, or 3%, to 2.7 million in the year ended March 31, 2020, from 2.6 million in the year ended March 31, 2019, principally due to improvement in bookings in the first 10 months of the year driven by our international expansion as well as the delivery of our strategic initiatives partly offset by the negative impact of COVID-19 in the last weeks of the year.

Revenue Margin

Revenue Margin decreased by €4.3 million, or 1%, to €528.7 million in the year ended March 31, 2020, from €533.0 million in the year ended March 31, 2019, due to a decrease in Bookings of 4% as described above under "Bookings," partly offset by an increase in Revenue Margin per Booking of 3%, from €47.7 per Booking in the year ended March 31, 2019, to €49.1 per Booking in the year ended March 31, 2020, mainly due to the successful implementation of our strategic initiatives that have boosted Diversification Revenues.

Top 6 segment. In the Top 6 segment, Revenue Margin decreased by €13.0 million or -3%, to €405.2 million in the year ended March 31, 2020, from €418.2 million in the year ended March 31, 2019, due to a decrease in Bookings of 6%, partly offset by an increase in Revenue Margin per Booking of 3% driven by an increase of the Diversification Revenue per Booking.

Rest of the World segment. In the Rest of the World segment, Revenue Margin increased by €8.5 million or 7%, to €123.4 million in the year ended March 31, 2020, from €114.9 million in the year ended March 31, 2019, due to an increase in bookings of 3%, combined with an increase in Revenue Margin per Booking of 4% driven by the delivery of our revenue diversification strategy.

Revenue Margin by source. We earn our Revenue Margin from customers, suppliers, advertising and metasearch. As defined in the "Overview section," we divide our total Revenue Margin between Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues, and Advertising and Metasearch Revenues. The following table sets forth our Revenue Margin by source for the years ended March 31, 2020 and 2019.

	For the years ended March 31,				
	2019		2020		Change
			(unaudited) (in € million or % of total Revenue Margin)		(%)
Revenue Margin[1]					
Diversification Revenues	236.5	44%	278.0	53%	18%
Classic Customer Revenues	195.1	37%	156.5	30%	(20)%
Classic Supplier Revenues	74.3	14%	76.3	14%	3%
Advertising and Metasearch Revenues	27.1	5%	17.9	3%	(34)%
Total Revenue Margin	533.0	100%	528.7	100%	(1)%

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data Non-GAAP Measures."

Revenue Margin from Diversification Revenues increased by €41.5 million, or 18%, to €278.0 million in the year ended March 31, 2020, from €236.5 million in the year ended March 31, 2019. Both flight ancillary sales and higher Bookings of vacation products drove this growth as, in line with our strategic initiatives, we continued to improve our offering and developed new services with added value for our customers.

Revenue Margin from Classic Customer Revenues decreased by €38.6 million, or 20%, to €156.5 million in the year ended March 31, 2020, from €195.1 million in the year ended March 31, 2019. This trend is in line with the change of our revenue model and our strategy to invest in customer value as we continue to decrease our Top 6 flight intermediation service fees and seek to increase revenues earned through flight related ancillaries and non-flight products.

Revenue Margin from Classic Supplier Revenues increased by €2.0 million, or 3%, to €76.3 million in the year ended March 31, 2020, from €74.3 million in the year ended March 31, 2019. Growth was mainly driven by an increase in incentives received from credit card providers (resulting from volumes and from new developments).

Revenue Margin from Advertising and Metasearch Revenues decreased by €9.2 million, or 34%, to €17.9 million in the year ended March 31, 2020, from €27.1 million in the year ended March 31, 2019. This is principally explained by our continued strategy to decrease advertising on our website in order to offer a more user-friendly experience to our consumers both on desktop and mobile applications.

Cash Revenue Margin

Cash Revenue Margin decreased by €2.8 million, or 1%, to €534.3 million in the year ended March, 2020, from €537.1 million in the year ended March 31, 2019. This is due to a drop in Revenue Margin (as described above), partly offset by an increase in the variation of Prime Deferred Revenue by €1.6 million, or 39%, from €4.0 million in the year ended March 31, 2019 to €5.6 million in the year ended March 31, 2020.

Adjusted EBITDA

Adjusted EBITDA decreased by €4.5 million, or 3.8%, to €115.1 million in the year ended March 31, 2020, from €119.6 million in the year ended March 31, 2019, mainly due to the negative impact of decreased Bookings on our Revenue Margin (as described above) combined with higher Variable Costs per Booking (as explained below), partly offset by a lower level of Fixed Costs (as explained below).

We analyze our costs in two categories, as set forth in the following table for the years ended March 31, 2020 and 2019:

	For the years ended March 31,		
	2019	2020	Change
	(in € million)		(%)
Variable Costs[1][2]	(337.9)	(350.8)	4%
Fixed Costs[1]	(75.6)	(62.8)	(17)%
Variable Costs per Booking (in €)[1]	(30.2)	(32.6)	8%
Fixed Costs per Booking (in €)[1]	(6.8)	(5.8)	(14)%

(1) Variable Costs and Fixed Costs are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

(2) 2019 Variable Costs have been restated to reflect a reclassification from fixed to variable cost of the costs related to our cloud, customers' check-in and call center telecommunications. All these costs are incurred when an action related to a Booking takes place (e.g. a search, a check-in or a call) therefore they are variable in nature as opposed to fixed costs.

Variable Costs. Variable Costs increased by €12.9 million, or 4%, to €350.8 million in the year ended March 31, 2020, from €337.9 million in the year ended March 31, 2019, driven by the Variable Cost per Booking increase of 8%, from €(30.2) in the year ended March 31, 2019, to €(32.6) in the year ended March 31, 2020, driven by a one-off provision related to the COVID-19 impact, as well as new variable costs related to the sales of new ancillaries. This was partly offset by the decrease in Bookings of 4% (as described under "Bookings" above).

Fixed Costs. Fixed Costs decreased by €12.8 million, or 17%, to €62.8 million in the year ended March 31, 2020, from €75.6 million in the year ended March 31, 2019, mainly due to a decrease of personnel costs, fixed cost savings and lower foreign exchange impact in the year ended March 31, 2020.

Cash EBITDA

Cash EBITDA decreased by €2.9 million, to €120.7 million in the year ended March, 2020, from €123.6 million in the year ended March 31, 2019. This is due to the decrease in Adjusted EBITDA (as

described above), partly offset by an increase in the variation of Prime Deferred Revenue by €1.6 million, or 39%, from €4.0 million in the year ended March 31, 2019 to €5.6 million in the year ended March 31, 2020.

EBITDA

EBITDA decreased by €15.7 million, or 13.5%, to €100.7 million in the year ended March 31, 2020, from €116.4 million in the year ended March 31, 2019, reflecting the evolution of "—Adjusted EBITDA" described above, as well as higher non-recurring costs due to the expense and provision related to the restructuring costs regarding the closure of Milan and Berlin call centers.

See also "Summary Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data—Reconciliation of EBITDA and Adjusted EBITDA to Operating profit."

Results of Operations

The following table sets forth our results of operations for the years ended March 31, 2020 and 2019.

	For the years ended March 31,		
	2019	2020	Change
	(audited) (in € million)		(%)
Revenue	551.3	561.8	2%
Cost of Sales	(18.3)	(33.1)	81%
Revenue Margin[(1)]	**533.0**	**528.7**	**(1)%**
Personnel expenses	(64.0)	(56.0)	(13)%
Depreciation and amortization	(26.1)	(34.5)	32%
Impairment loss	—	(74.9)	—
Gail/(loss) arising from assets disposals	—	(0.5)	—
Impairment loss on bad debts	1.9	(2.4)	226%
Other operating expenses	(354.4)	(369.5)	4%
Operating profit/(loss)	**90.4**	**(9.2)**	**(110)%**
Interest expense on debt	(45.8)	(25.3)	(45)%
Other financial income/(expenses)	(20.9)	(4.5)	(76)%
Financial and similar income and expenses	**(66.6)**	**(29.8)**	**(55)%**
Profit/(loss) before taxes	**23.7**	**(39.1)**	**(265)%**
Income tax	(14.2)	(1.4)	(90)%
Profit/(loss) for the year from continuing operations	**9.5**	**(40.5)**	**(526)%**
Non-controlling interest—Result	—	—	—
Profit and loss attributable to shareholders of the Company	**9.5**	**(40.5)**	**(526)%**

(1) Revenue Margin is a non-GAAP measure. For the definition of and explanation regarding the use of this measure, see "Presentation of Financial and Other Data—Non-GAAP Measures."

Revenue

Revenue increased by €10.5 million, or 2%, to €561.8 million in the year ended March 31, 2020, from €551.3 million in the year ended March 31, 2019, principally due to the increase of revenue from transactions where we act as principal for the supply of hotel accommodation and book our revenue on a gross basis, partly offset by the decrease in number of Bookings.

Cost of Sales

Cost of Sales increased by €14.8 million, or 81%, to €33.1 million in the year ended March 31, 2020, from €18.3 million in the year ended March 31, 2019, principally due to the increase from transactions where we act as principal for the supply of hotel accommodation, partly offset by the decrease in number of Bookings.

Personnel expenses

Personnel expenses decreased by €8.0 million, or 13%, to €56.0 million in the year ended March 31, 2020, from €64.0 million in the year ended March 31, 2019, mainly related to the operational optimization plan implemented during the year.

Depreciation and amortization

Depreciation and amortization increased by €8.4 million to €34.5 million in the year ended March 31, 2020, from €26.1 million in the year ended March 31, 2019, principally due to the increase of the capitalized software completed. For further details, please refer to Note 10 “Depreciation, amortization and impairment” to our 2020 Consolidated Financial Statements.

Impairment loss

Impairment loss was €74.9 million in the year ended March 31, 2020, principally due to the deterioration of our business due to the COVID-19 pandemic.

Loss arising from assets disposals

Loss arising from assets disposals was €0.5 million in the year ended March 31, 2020, principally due to the operational optimization plan. For further details, please refer to Note 2.4 “Operational optimization plan” to our 2020 Consolidated Financial Statements.

Impairment loss on bad debts

Impairment loss on bad debts increased by €4.3 million to an expense of €2.4 million in the year ended March 31, 2020, from €1.9 million in the year ended March 31, 2019, principally due to the impact of COVID-19 on the financial situations of our customers, reflected in the projections for the calculation of the impairment loss on trade receivables.

Other operating income/(expenses)

Other operating expenses increased by €15.1 million, or 4%, to €369.5 million in the year ended March 31, 2020, from €354.4 million in the year ended March 31, 2019. Management considers certain operating expenses as adjusted operating expenses. Adjusted operating expenses which include restructuring expenses and other income and expense items which are considered by management to not be reflective of our ongoing operations.

Non-adjusted other operating expenses principally consist of (i) variable costs, such as marketing expenses, external call center costs, credit card expenses and chargeback costs, and (ii) fixed costs, such as, among others, IT-related expenditures, rent, external fees and media costs, partly offset by capitalization of IT project expenses. Non-adjusted operating expenses increased by €9.6 million, or 3%, to €362.6 million in the year ended March 31, 2020, from €353.0 million in the year ended March 31, 2019, mainly due to impact of provisions related to COVID-19, as well as new variable costs related to the sales of new ancillaries.

Adjusted operating expenses increased by €5.5 million, or 386%, to €6.9 million in the year ended March 31, 2020, from €1.4 million in the year ended March 31, 2019. In the year ended March 31, 2020, adjusted operating expenses corresponded mainly to the €4.5 million of expenses with certain suppliers linked with the Operational optimization plan.

Operating profit/(loss)

As a result of the foregoing factors, we generated an operating loss of €9.2 million in the year ended March 31, 2020, compared to an operating profit of €90.4 million in the year ended March 31, 2019.

Profit/(loss) before tax

We generated a loss before tax of €39.1 million in the year ended March 31, 2020, compared to a profit of €23.7 million in the year ended March 31, 2019.

Income tax

Income tax decreased by €12.8 million to €1.4 million in the year ended March 31, 2020, from €14.2 million in the year ended March 31, 2019, due to (a) the recognition of foreign tax credits which revived as a result of new US regulations (€9.7 million lower income tax expenses), (b) the utilization of tax credits for qualifying investments in Spain (€2.0 million lower income tax expenses), (c) variation of taxable profits in the year ended March 31, 2020 compared with the year ended March 31, 2019 (€3.0 million lower income tax expenses), (d) non-recognition of deferred tax assets for U.K. tax losses (€1.4 million more income tax expenses) and (e) other effects (€0.5 million more income tax expenses).

Profit/(loss)

As a result of the foregoing factors, we generated a loss of €40.5 million in the year ended March 31, 2020, compared to a profit of €9.5 million in the year ended March 31, 2019.

Liquidity and Capital Resources

Overview

To date, our liquidity needs have been met principally from cash flow from operations, including the cash generated by the effect of negative working capital, supplemented by borrowings under our Revolving Credit Facility as required and other bank borrowings.

Our business model benefits from a structurally negative working capital because under both the principal and the agency model we generally receive cash from travelers at the time of booking and we pay travel suppliers generally within a few weeks after completing the transaction. Therefore, under each model (and with the exception of commissions received from our white-label sourcing partners and fees paid by travel suppliers in connection with our metasearch activities), we generally receive cash from travelers prior to paying suppliers, and this favorable operating cycle represents a working capital source of cash. However, the increased proportion of sales of Direct Connect reduces the extent of our negative working capital as customers of Direct Connect products typically pay the Direct Connect provider directly at the time of booking. In addition, in recent years, IATA proposed revisions to the payment terms of its BSP to impose shorter settlement terms. For instance, in 2019 IATA announced to travel agents in Spain and Italy the elimination of the applicable one-month remittance period for these countries, to 10 days in Spain and 15 days in Italy, as of January 1, 2020. If further changes to BSP payment terms were to be implemented by IATA or other product suppliers, such changes could reduce the amount of time we hold customer funds before settlement with flight product suppliers, increasing our working capital requirements and adversely affecting our cash position. Also, if IATA or other product suppliers were to no longer allow us to pay our product suppliers with corporate credit cards, this would result in a reduction of the commissions we receive from our corporate credit card providers.

Pre-COVID-19 we experienced strong operating free cash flow conversion (defined as (Adjusted EBITDA—Capital Expenditures)/Adjusted EBITDA) of 76% and 74% in the year ended March 31, 2019 and the year ended March 31, 2020 (for this ratio, Capital Expenditures excludes the payment made for the acquisition of Waylo of €6.5 million in the year ended March 31, 2020). For the year ended March 31, 2021, the six months ended September 30, 2020, and the six months ended September 30, 2021, the operating free cash flow conversion is not relevant as a result of negative or almost nil Adjusted EBITDA due to COVID-19.

Within our working capital, trade and other receivables primarily comprise commissions, incentives or other payments due to us by travel suppliers and by trade and corporate customers and security deposits. Trade and other payables primarily comprise payables to our travel suppliers, metasearch companies that facilitate the distribution of our products and operators of websites on which we advertise, as well as employee-related and tax liabilities. The level of trade payables mainly relates to the payment terms of our travel suppliers, which are generally due several weeks after completing the transaction with our customer.

Our cash requirements have mainly been for funding operating expenses as well as Capital Expenditures such as IT infrastructure (in particular during the implementation of our Prime subscription program and mobile platform development), the growth of our business and the service of the debt incurred in connection with the Opodo Acquisition.

Our business has significant seasonality of cash generation, with March usually being the month in which we generate the most cash and December usually being the time of the year in which our cash is lowest as our cash position is mainly dependent on the evolution of our working capital. Our working capital is highly seasonal as it relates mainly to the sale of network carriers flight bookings, and therefore, the negative working capital tends to reach its highest levels in the periods during which travelers book their vacations. As a result, our cash position tends to be lower in the quarter ending December 31, than as of the end of other three months and is typically highest as of March 31, corresponding to bookings for the busy spring and summer travel seasons. Cash generated and profitability have historically been lower between September and December as the post-summer period has historically been our lowest booking period. Consequently, comparisons of sequential quarters may not be meaningful. On top of these effects, the COVID-19 pandemic has impacted the bookings and departures patterns of our customers, resulting in further changes in our seasonality in the short and middle term.

Our cash and cash equivalents were €36.0 million as of September 30, 2021, compared to €8.9 million as of September 30, 2020. Our cash and cash equivalents were €12.1 million as of March 31, 2021, compared to €83.3 million as of March 31, 2020, and €148.8 million as of March 31, 2019.

The table below sets forth an overview of our Net Debt as of the end of the quarters indicated below.

	As of									
	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020	March 31, 2021	June 30, 2021	September 30, 2021
	(in € million)									
2023 Notes	425.0	425.0	425.0	425.0	425.0	425.0	425.0	425.0	425.0	425.0
Super Senior Credit Facilities[1]	0.0	0.0	0.0	109.5	109.5	55.0	55.0	55.0	74.0	55.0
Government sponsored loan[2]	0.0	0.0	0.0	0.0	0.0	15.0	15.0	15.0	15.0	15.0
Other debt and finance leases[3]	11.5	10.2	9.2	8.3	7.4	4.7	2.5	5.1	5.4	6.5
Total financial liabilities	436.5	435.2	434.2	542.8	541.9	499.7	497.5	500.1	519.4	501.6
Accrued interest	7.8	1.9	7.8	2.0	7.8	2.1	7.9	2.1	7.9	2.1
Financing costs and amortizations[4]	(8.6)	(8.1)	(7.6)	(7.2)	(6.7)	(6.7)	(6.2)	(5.6)	(5.0)	(4.5)
Overdraft	0.0	0.0	0.0	0.0	0.0	8.4	5.8	16.6	0.0	2.5
Cash and cash equivalents	(137.2)	(91.4)	(71.7)	(83.3)	(71.2)	(8.9)	(18.5)	(12.1)	(45.2)	(36.0)
Net Debt	298.6	337.6	362.7	454.3	471.9	494.6	486.6	501.1	477.1	465.7

(1) This refers to the revolving facilities under our Super Senior Credit Facilities. See "Description of Other Indebtedness."

(2) This refers to the Government sponsored loan due 2023.

(3) This includes the lease liabilities resulting from the application of IFRS 16 Leases.

(4) Of the financing costs and amortizations, €2.6 million, €2.5 million, €2.4 million related to financing costs associated with undrawn revolving facilities under our Super Senior Credit Facilities as of June 30, 2019, September 30, 2019 and December 31, 2019.

Cash Flows

The following is a discussion of our consolidated cash flows comparing the six months ended September 30, 2021 and 2020, as well as the years ended March 31, 2021, 2020 and 2019.

Comparison of the six months ended September 30, 2021 and 2020

The following table sets forth our consolidated cash flows in the six months ended September 30, 2021 and 2020.

	For the six months ended September 30,	
	2020	2021
	(in € millions)	
Consolidated profit/(loss) for the period	(45.2)	(37.5)
Depreciation and amortization	18.3	17.1
Impairment and result on disposal of non-current assets (net)	—	—
Other provisions	(19.1)	0.5
Income tax	(4.7)	1.2
Finance (income)/loss	12.3	15.8
Expenses related to share-based payments	2.0	4.1
Other non-cash items	(0.2)	—
Change in working capital	19.8	61.8
Income tax paid	(5.1)	2.2
Net cash from/(used in) operating activities	(21.8)	65.2
Net cash flow from/(used in) investing activities	(8.8)	(11.7)
Net cash flow from/(used in) financing activities	(54.9)	(14.9)
Net increase/(decrease) in cash and cash equivalent	(85.4)	38.5
Net cash and cash equivalents at beginning of period	83.3	(4.5)
Effect of foreign exchange rate changes	2.6	(0.5)
Net cash and cash equivalents at end of period	0.5	33.4

Operating activities

Net cash from operating activities increased by €87 million, or 399%, to a net cash inflow of €65.2 million in the six months ended September 30, 2021, compared to a net cash outflow of €21.8 million in the six months ended September 30, 2020, principally due to:

- an increase in changes in working capital in the six months ended September 30, 2021, with an inflow of €61.8 million compared to an outflow of €19.8 million in the six months ended September 30, 2020. The inflow of €61.8 million in the current year is mainly driven by the increase in demand for leisure travel in the last two weeks of September 2021 compared to March 2021 and the increase in Prime Deferred Income.
- an increase in the adjusted EBITDA by €17.5 million in the six months ended September 30, 2021; and
- a decrease in income tax payments by €7.2 million, resulting in an income tax refund of €2.2 million in the six months ended September 30, 2021, compared to an income tax paid of €5.1 million in the six months ended September 30, 2020, due to the advance payment of Portuguese income tax of €5.1 million and the payment of the last installment of U.K. income tax of €0.5 million in the six months ended September 30, 2020 and higher collection of advance payments of Spanish income tax of €1.6 million in the six months ended September 30, 2021.

Investing activities

Net cash used in investing activities increased by €2.9 million, or 33%, to a net cash outflow of €11.7 million in the six months ended September 30, 2021, compared to a net cash outflow of €8.8 million in the six months ended September 30, 2020, mainly due to an increase in software that was capitalized.

Financing activities

Net cash used in financing activities decreased by €40.0 million, or 73%, to a net cash outflow of €14.9 million in the six months ended September 30, 2021, compared to a net cash outflow of €54.9 million in the six months ended September 30, 2020, principally due to the repayment of €54.5 million of the Super Senior Credit Facilities, partly offset by the drawdown in full of the €15 million Government sponsored Loan in the six months ended September 30, 2020.

Comparison of the years ended March 31, 2021 and 2020

The following table sets forth our consolidated cash flows in the years ended March 31, 2021 and 2020.

	For the year ended March 31,	
	2020	2021
	(in € millions)	
Net profit/(loss)	(40.5)	(124.2)
Depreciation and amortization	34.5	35.4
Impairment and result on disposal of non-current assets	75.4	30.6
Other provisions	18.1	(20.2)
Income tax	1.4	(14.4)
Finance income (loss)	29.8	27.7
Expenses related to share-based payments	3.0	6.1
Other non-cash items	(3.0)	(0.2)
Changes in working capital	(207.4)	65.0
Income tax paid	(12.6)	(5.3)
Net cash from/(used in) operating activities	**(101.4)**	**0.4**
Acquisitions of intangible assets and property, plant and equipment	(30.0)	(21.7)
Acquisitions of financial assets	0.0	0.0
Proceeds from disposals of financial assets	0.3	0.1
Business combinations net of cash acquired	(6.5)	—
Net cash flow from/(used in) investing activities	**(36.2)**	**(21.7)**
Acquisition of treasury shares	(7.9)	—
Disposal of treasury shares	1.9	—
Borrowings drawdown	109.5	15.0
Reimbursement of borrowings	(3.1)	(57.0)
Interest paid	(23.8)	(25.8)
Other financial expenses paid	(1.8)	(1.8)
Interest received	0.0	—
Net cash flow from/(used in) financing activities	**74.9**	**(69.5)**
Net increase/(decrease) in cash and cash equivalents	**(62.7)**	**(90.7)**
Cash and cash equivalents at beginning of period	148.8	83.3
Effect of foreign exchange rate changes	(2.8)	2.8
Cash and cash equivalents at end of period	83.3	(4.5)

Operating activities

Net cash from operating activities increased by €101.8 million, or 100%, to a net cash inflow of €0.4 million in the year ended March 31, 2021, compared to a net cash outflow of €101.4 million in the year ended March 31, 2020, principally due to:

- Working capital inflow of €65.0 million was driven by better trading volume in the last two weeks of March 2021 compared to March 2020. The €207.4 million outflow in the year ended March 31, 2020 was due to the beginning of the spread of COVID-19 and the very significant impact across the global travel industry;
- Income tax paid decreased by €7.4 million from €12.6 million to €5.3 million due to (a) €10.3 million lower income tax paid by us due to the effects of COVID-19 (lower income tax paid), (b) €5.1 million advance payment of Portuguese income tax in connection with a disputed tax assessment (higher income tax paid), (c) not having a €1.8 million advance payment of Italian income tax made in the year ended March 31, 2021 relating to a disputed tax assessment (lower income tax paid), (d) €1.0 million refund of overpaid income tax by tax authorities (lower income tax paid) and (e) other differences amounting to €0.7 million (higher income tax paid);
- Decrease in Adjusted EBITDA by €153.2 million; and
- Non-cash items: items accrued but not yet paid, decreased by €32.3 million mainly due to the decrease of provisions.

Investing activities

Net cash used in investing activities decreased by €14.5 million, or 40%, to a net cash outflow of €21.7 million in the year ended March 31, 2021, compared to a net cash outflow of €36.2 million in the year ended March 31, 2020, principally due to the implementation of cost-saving measures to minimize the temporary impact of COVID-19 in the year ended March 31, 2021, as well as the payment made for the acquisition of Waylo in the previous year (€6.5 million).

Financing activities

Net cash used in financing activities decreased by €144.4 million, or 193%, to a net cash outflow of €69.5 million in the year ended March 31, 2021, compared to a net cash inflow of €74.9 million in the year ended March 31, 2020. The variation mainly relates to the reimbursement of €54.5 million under the Super Senior Credit Facilities in the year ended March 31, 2021, offset by the drawdown in full of the €15 million under the Government sponsored Loan, and the drawdown of €109.5 million under Super Senior Credit Facilities in the previous year, offset by the net payments for acquisition of treasury shares for €6 million.

Comparison of the years ended March 31, 2020 and 2019

The following table sets forth our consolidated cash flows in the years ended March 31, 2020 and 2019.

	For the year ended March 31,	
	2019	2020
	(in € millions)	
Consolidated profit/(loss) for the year	9.5	(40.5)
Depreciation and amortization	26.1	34.5
Impairment and result on disposal of non-current assets (net)	—	75.4
Other provisions	(2.9)	18.1
Income tax	14.2	1.4
Finance loss	66.6	29.8
Expenses related to share-based payments	3.4	3.0
Other non-cash items	(3.9)	(3.0)
Change in working capital	(23.8)	(207.4)
Income tax paid	(13.8)	(12.6)
Net cash from/(used in) operating activities	75.5	(101.4)
Net cash flow from/(used in) investing activities	(28.8)	(36.2)
Net cash flow from/(used in) financing activities	(68.5)	74.9
Net increase/(decrease) in cash and cash equivalent	(21.8)	(62.7)
Net cash and cash equivalents at beginning of period	171.5	148.8
Effect of foreign exchange rate changes	(0.8)	(2.8)
Net cash and cash equivalents at end of period	148.8	83.3

Operating activities

Net cash from operating activities decreased by €176.9 million, or 234%, to a net cash outflow of €101.4 million in the year ended March 31, 2020, compared to a net cash inflow of €75.5 million in the year ended March 31, 2019, principally due to:

- Working capital outflow of €207.4 million due to significant decrease of Bookings in March 2020 compared to March 2019 due to the spread of COVID-19 and the very significant impact across the global travel industry;
- Income tax paid decreased by €1.2 million from €13.8 million to €12.6 million due to (a) lower taxable profits which are the basis for the payments of advance income tax compared with the year ended March 31, 2019 (€0.1 million lower income tax paid), (b) no payment by the Spanish company Opodo SL in the year ended March 31, 2020 (€0.4 million lower income tax paid) and (c) receipt of a refund of French income tax (€0.7 million lower income tax paid); and
- Decrease in Adjusted EBITDA by €4.5 million.

Investing activities

Net cash used in investing activities increased by €7.4 million, or 26%, to a net cash outflow of €36.2 million in the year ended March 31, 2020, compared to a net cash outflow of €28.8 million in the year ended March 31, 2019, principally due to the payment done for the acquisition of Waylo for €6.5 million.

Financing activities

Net cash used in financing activities increased by €143.4 million, or 200%, to a net cash inflow of €74.9 million in the year ended March 31, 2020, compared to a net cash outflow of €68.5 million in the year ended March 31, 2019. The variation mainly relates to the drawdown of €109.5 million under the Super Senior Credit Facilities, higher financial expenses in the year ended March 31, 2019 in relation to refinancing of 2021 Senior Notes, as well as the variation in the interest expense for the 2021 Notes and the 2023 Notes, partly offset by the net payments for acquisition of treasury shares for €6 million.

Long-Term Financing Arrangements

Assuming the Refinancing Transaction was completed as of September 30, 2021, the principal payments of our long-term financing arrangements following the completion of the Refinancing Transaction would be due as follows:

	Payment due between April 1 and March 31, (in € million)						
	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	beyond 2026/2027	Total
Facilities							
Notes offered hereby	—	—	—	—	—	375.0	375.0
Super Senior Credit Facilities	—	55.0	—	—	—	—	55.0
Government sponsored loan	3.8	7.5	3.8	—	—	—	15.0
Obligations under leases	0.8	1.4	1.5	1.5	0.8	0.4	6.4
Total	**4.5**	**63.9**	**5.3**	**1.5**	**0.8**	**375.4**	**451.4**

Under IFRS, our total financial liabilities as of September 30, 2021, amounted to €501.6 million, compared to €513.2 million as of March 31, 2021 and compared to €537.6 million as of March 31, 2020. The difference to the principal payments of our long-term financing arrangements mainly comprises the accrued interest related to the 2023 Notes amounting to €1.9 million, the financing costs capitalized amounting to €4.5 million, Bank facilities and overdrafts amounting to €2.5 million and as well as other financial liabilities amounting to €0.1 million. For a description of the material terms of our financing arrangements, including the Revolving Credit Facility, see "Description of Other Indebtedness."

High-yield bonds

On September 25, 2018, we issued €425.0 million aggregate principal amount of the 2023 Notes, the proceeds of which were used, among other things, to fund the redemption in full of the 2021 Notes that remained outstanding. As of the date of this Offering Memorandum €425.0 million of 2023 Notes are outstanding. See "Description of Other Indebtedness" and "Use of Proceeds."

Drawings under the Super Senior Credit Facilities

As of September 30, 2021, we had €175.0 million in committed facilities under our Super Senior Credit Facilities. As of September 30, 2021 and March 31, 2021, the details of committed and drawn facilities under the Super Senior Credit Facilities is set forth in the table below. See "Description of Other Indebtedness."

	September 30, 2021	March 31, 2021
	(in € million)	
	(unaudited)	(audited)
Super Senior Credit Facilities total amount	175.0	175.0
Guarantees drawn under Super Senior Credit Facilities	(4.7)	(5.9)
Drawn under Super Senior Credit Facilities	(55.0)	(55.0)
Ancillaries to Super Senior Credit Facilities drawn	(2.5)	(16.6)
Remaining undrawn amount under Super Senior Credit Facilities	**112.8**	**97.5**
Undrawn amount specific for guarantees	(4.9)	(3.7)
Remaining cash available under Super Senior Credit Facilities	**107.9**	**93.8**

Government sponsored loan due 2023

On June 30, 2020, our subsidiary Vacaciones eDreams, S.L. signed a syndicated loan for €15 million.

We received the €15 million funds on July 7, 2020. Transaction costs directly attributable to the issue of this loan have been capitalized and they will be amortized over the life of the loan. The loan has a three-year term, with 25% biyearly repayments starting at 18 months. The interest rate of the loan is the EURIBOR benchmark rate plus a margin of 2.75% and the interest is paid quarterly.

Financial and Other Long-Term Contractual Obligations

Assuming the Refinancing Transaction was completed as of September 30, 2021, our financial and other long-term contractual obligations under IFRS as of September 30, 2021, grouped according to the period in which payments are due, would be as set forth in the table below.

Contractual Obligations	Less than 1 year	1−5 years	5 years and more	Total
	(unaudited unless otherwise stated) (in € million)			
Long-term and short-term debt obligations	7.5	62.5	375.0	445.0
Lease obligations	1.5	4.9	—	6.4
Off balance sheet lease obligations	0.2	0.3	—	0.5
Other short- and long-term liabilities	2.7	—	—	2.7
Total	**11.9**	**67.6**	**375.0**	**454.6**

Capital Expenditures

In the six months ended September 30, 2021, we had Capital Expenditures of €11.7 million including IT capitalization of €11.5 million and acquisition of hardware, software and other capital investment of €0.2 million.

In the six months ended September 30, 2020, we had Capital Expenditures of €8.8 million including IT capitalization for €8.5 million and acquisition of hardware, software and other capital investment for €0.3 million.

In the year ended March 31, 2021, we had Capital Expenditures of €21.7 million including IT capitalization for €21.3 million and acquisition of hardware, software and other capital investment for €0.4 million.

In the year ended March 31, 2020, we had Capital Expenditures of €29.7 million including IT capitalization for €28.1 million, acquisition of hardware, software and other capital investment for €1.9 million, partly offset by disposals of financial assets for €0.3 million.

In the year ended March 31, 2019, we had Capital Expenditures of €28.8 million including IT capitalization for €27.1 million and acquisition of hardware, software and other capital investment for €1.7 million.

The implementation of a common organizational and reporting structure is completed. The integration of the IT, marketing and customer service systems is also completed. The integration of our middle- and back-office functions, such as accounting and operational systems, management information and financial control systems has been completed for most of our operating companies.

Off-Balance Sheet Arrangements

As of September 30, 2021, off-balance sheet arrangements consisted of guarantees amounting to €4.9 million granted by us and certain financial institutions to cover three main types of contingencies:

- guarantees issued in favor of local regulators to allow our companies to operate and sell flight tickets and packages in certain jurisdictions. The total amount outstanding as of September 30, 2021, was €2.2 million and consisted of guarantees issued in favor of (i) regulators in Spain in the amount of €2.1 million (ii) regulators in France and the United States in the amount of €0.1 million;
- guarantees issued in favor of tax authorities related with an appeal presented in front of the Italian tax authorities for €2.6 million; and
- guarantees issued in favor of certain suppliers to allow our companies to offer their products; the total amount outstanding as of September 30, 2021, was €0.1 million.

The amount of guarantees issued under the Super Senior Credit Facilities as of September 30, 2021 was €4.7 million.

Disclosures about Market Risks

The following is an overview of the principal market risks that we are subject to.

Credit risk

Our credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognized in the consolidated statement of financial position net of provision for doubtful receivables, which is estimated by our management in establishing a provision matrix by type of customer, based on our historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Interest rate risk

Most of our financial debt is exposed to fixed interest rates. Of our debt, only the Super Senior Credit Facilities and the Government-sponsored loan bear interest at a variable rate. Historically we have only drawn loans under the Super Senior Credit Facilities for intra-month working capital purposes, but as at September 30, 2021, the Super Senior Credit Facilities have been drawn down for €55.0 million, €2.5 million of overdrafts on credit facilities ancillary to the Super Senior Credit Facilities and €15.0 million of the new Government-sponsored loan related to the cash decrease due to COVID-19.

As at March 31, 2021, the Super Senior Credit Facilities have been drawn down for €55.0 million (€109.5 million as at March 31, 2020), €16.6 million of overdrafts on credit facilities ancillary to the Super Senior Credit Facilities and €15.0 million of the new Government-sponsored loan related to the cash decrease due to COVID-19.

As at September 30 2021, the Super Senior Credit Facilities have been drawn down for €55.0 million, €2.5 million of overdrafts on credit facilities ancillary to the Super Senior Credit Facilities and €15.0 million of the new Government-sponsored loan related to the cash decrease due to COVID-19.

If the EURIBOR increased by 2 basis points, the yearly interest expense calculated on the basis of the amount drawn down as at September 30, 2021 would increase by €1.5 million if we kept that draw-down for a 12-month period. There would be no impact if the EURIBOR decreased.

Liquidity risk

In order to meet our liquidity requirements, our principal sources of liquidity are: cash and cash equivalents from the consolidated statement of financial position, cash flows generated from operations and the revolving credit facilities under our Super Senior Credit Facilities to fund cash requirements and supplier guarantees.

Exchange rate risk

The exchange rate risk arising from our activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each of our companies and the risk arising on the consolidation of subsidiaries that have a functional currency other than the Euro.

In relation to commercial transactions, we are principally exposed to exchange rate risk as we operate with the British Pound and other foreign currencies. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

However, the volume of our sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to our total operations.

Additionally, we are also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following table demonstrates the sensitivity as at September 30, 2021 to a reasonably possible change in the British Pound (GBP) and Swedish Krona (SEK) exchange rates, with all other variables held constant.

	+5%	-5%	+10%	-10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	527	(582)	1,006	(1,229)
Effect on Equity of a change in Exchange rate:				
SEK	(752)	831	(1,435)	1,754

The impact on our profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on our equity is due to changes in value of our foreign operations and Goodwill in the Nordics.

Exposure to changes on the British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes on the Swedish Krona would not have significant impacts on Profit before Tax.

Our exposure to foreign currency changes as at September 30, 2021 for all other currencies is not significant.

Critical Accounting Policies

Our consolidated financial statements and related notes contain information that is pertinent to the discussion and analysis of our results of operations and financial conditions set forth in this section. The preparation of our consolidated financial statements and related notes in conformity with IFRS requires us to make judgments, estimates and assumptions that may affect the amounts reported. An accounting policy is considered to be critical if it meets the following two criteria:

(i) the policy requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made; and

(ii) different estimates that reasonably could have been used or changes in the estimates that are reasonably likely to occur from period to period would have a material impact on our consolidated financial statements.

We believe that the accounting methods and policies listed below are the most likely to be affected by these estimates and assumptions. Although we believe these policies to be the most critical, other accounting policies also have a significant effect on our Consolidated Financial Statements and certain of these policies may also require the use of estimates and assumptions. For further details please refer to Note 5 “Significant accounting policies” to our 2021 Consolidated Financial Statements.

Revenue recognition

See in the Glossary of Definitions annex to the Notes to the 2021 Consolidated Financial Statements the definitions of terms (specific in the sector) in order to better understand our Revenue recognition accounting principles.

All our Revenue is revenue from contracts with customers.

We make travel and travel related services available to customers and travelers directly through our websites.

We generate our revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and Low Cost Carriers (LCC) flights as well as travel insurance in connection with, (ii) non-flight services, including non-air passenger transport, hotel

accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. Our revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. We also receive incentives from our Global Distribution System ("GDS") service providers based on the volume of supplies mediated by us through the GDS systems. In addition to the above travel-related revenue, we also generate revenue from non-travel related services, such as revenue for the supply of advertising services on our websites, commissions received from credit card companies and fees charged on toll calls.

We recognize revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation, and (v) the services are provided to the customer (performance obligation satisfied). We have evidence of a contractual relationship when the customer has acknowledged and accepted our terms and conditions that describe the service rendered as well as the related payment terms. We consider revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognized at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where we act as a disclosed agent, i.e. bear no inventory risk and are not the primary obligor in the arrangement, we only recognize as revenue our intermediation services and commissions relating to the supply of intermediation services in respect of scheduled air passenger transport, hotel accommodations, car rentals and travel packages. We do not recognize any revenue and cost of sales relating to the supply of the underlying travel services by the travel suppliers for which we act as disclosed agent. We, in our capacity of disclosed agent, have no ability to determine or change the travel services for which we act as intermediary.

Where we act as a disclosed agent, travel supplier incentives are recognized based on the achievement of certain sales targets during a certain agreed period. We therefore recognize such commissions as income where it is considered highly probable that agreed targets will be met and the commissions are quantifiable. Where it is probable that the agreed targets will be met, revenue is recognized based on the percentage of total agreed incentives achieved at the reporting date.

We only act in our own name to customers in respect of the supply of certain hotel accommodation by a company designated by us, whereby this company purchases hotel accommodation from hoteliers for the onwards supply to its customers at a price determined by this Group company. In this case, we have the primary responsibility for the supply of the hotel accommodation. In this case we recognize revenue on a "gross" basis which equals the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales.

The recognition of travel supply revenue on a "gross" basis or the recognition of intermediation revenue depends on whether we consider to act as a principal or as a disclosed agent in our transactions. Therefore, we assess whether we control the travel services supplied to the customers. In performing this assessment, we give regard to the contractual relationship between the parties as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether we are primarily responsible for fulfilling the promise to provide the specified good or service, we have inventory risk or have discretion in establishing the customer price of the travel service, and have discretion in the selection of the supplier of the travel service.

Basis of Revenue Recognition

The table below summarizes the revenue recognition basis for our income streams.

Income stream	Main performance obligation	Basis of revenue recognition
• Scheduled flight intermediation services	• Intermediation service	• Date of Booking
• Airline incentives	• Intermediation service	• Accrued based on meeting sales targets
• GDS incentives	• Intermediation service	• Date of Booking
• Supplier intermediation revenue (flights, hotels and cars)	• Intermediation service	• Date of Booking
• Dynamic Packages intermediation revenue (including the flight portion thereof)	• Intermediation service	• Date of Booking
• Advertisement services revenue	• Advertising display	• Date of display
• Metasearch	• Provide traffic	• Date of click or date of purchase
• Insurance intermediation revenue	• Intermediation service	• Date of Booking
• Cancellation and Modification for any reason	• Right to cancel / modify during the coverage period	• Accrued based on service period
• Prime	• Right to discounts on Bookings for a certain period	• Accrued based on usage
• Hotel accommodation as principal	• Right to hotel accommodation	• Date of Booking

For flight intermediation services, net revenue is recognized upon the completion of the Booking as we do not assume any further performance obligation to our customers after the flight tickets have been issued by the airline.

Additionally, we use GDS services to process the Booking of travel services for our customers. Under GDS service agreements, we earn revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognized at the time the Booking is processed.

In the event of the cancellation of a Booking, the GDS incentives earned are reversed. Before the COVID-19 pandemic, such cancellations were not relevant. Nonetheless, in the context of the COVID-19 pandemic, we recognize there is a cancellation risk and this has been estimated based on the most recent data regarding restrictions and cancellations, using external information provided by certain suppliers. (see Note 21.1 “Provision for Booking cancellation” in the 2021 Consolidated Financial Statements).

We also receive incentives from airlines for our intermediation services, which recognize it based on the achievement of targets set by contract, that mainly relate to the amount of Bookings that have been flown, and consequently are not subject to cancellation.

In case of commissions from hotel and car rental providers for intermediation services regarding hotel accommodation, Dynamic packages and car rentals, net revenue is recognized at the date of Booking. However, a provision is recognized to cover the risk of cancellation of the Bookings made prior to the reported closing date and with future departure date. The provision is updated, at least, at each quarterly closing. This provision has been calculated to cover the risk of loss on commission based on the historical average cancellation rate by markets, and external factors such as confinement measures and quarantine

requirements in the context of COVID-19 (see Note 21.1 “Provision for Booking cancellation” in the 2021 Consolidated Financial Statements).

We generate other revenue, which primarily comprises revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites we operate, as well as for searches, clicks and purchases generated by our metasearch activities. The revenue recognition policy for advertising revenue is at the date of publication over the delivery period, depending on the terms of the advertising contract. Regarding metasearch services, the revenue is recognized, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance intermediation revenue, it is recognized at the date of Booking, as it is when we provide our intermediation service.

Cancellation or Modification services for any reason consist of offering the customer the option to cancel or modify their flight for any reason during the coverage period. We consider that the performance obligation is the coverage service, and therefore this is accrued based on the period during which the customer has the option of cancelling or modifying the reservation. In the event that the customer does not exercise their right to cancellation or modification, the income is accrued linearly during the coverage period. However, if the customer decides to exercise their right to cancellation, the accrual will be accelerated, since the right expires once it has been exercised.

The Prime service consists of the right to discounts on all Bookings made during the contractual period. This service can be used several times within the contractual period. We accrue income based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount.

During the year ended March 31, 2020, we changed the accrual estimate, from a straight linearization to an estimate based on usage. This change was supported by historical data on the service consumption pattern and it was applied prospectively and resulted in lower revenue recognition during the year ended March 31, 2020 by €2.5 million.

For all revenue, if the judgements are inaccurate, actual revenue could differ from the amount we recognize, directly impacting our reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets), and deferred revenue (contract liabilities) on the Consolidated Balance Sheet.

Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, advances received prior to revenue recognition give rise to contract liabilities.

Taxation

Income tax represents the sum of current tax and deferred tax.

Current tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that are taxable or deductible in other years and items that are permanently exempt or permanently non-deductible for taxation purposes. Our balance for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets generated by tax losses carried forward and tax credits carried forward are only recognized to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits respectively against income tax due during the testing period taking into account local limitations regarding the utilization of tax losses and tax credits.

Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognized if the temporary difference

arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallize.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either:
- the same taxable entity; or
- different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

Goodwill

Goodwill arising on an acquisition of a business is not amortized but carried at cost as established at the date of acquisition (see above) less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill has been allocated to each market, except Metasearch and Connect (which are their own Cash Generating Units "CGU"), level at which the business is managed, the operating decisions are made and the operating performance is evaluated.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently when there is indication that the unit may be impaired. If the recoverable amount of these assets (see Note 18 to the 2021 Consolidated Financial Statements) is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognized directly in profit or loss in the consolidated income statement and is not subsequently reversed.

Impairment of property, plant and equipment and intangible assets other than goodwill

At least at the end of each reporting period, we review the carrying amounts of our property, plant and equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in Note 18). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, we estimate the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed

the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash- generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Provisions

Provisions are recognized when we have a present obligation (legal or constructive) as a result of a past event, it is probable that we will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that we will be required to settle the obligation, the contingency is disclosed in the Note for Contingencies (see Note 31 to the 2021 Consolidated Financial Statements).

Impairment of trade receivables

We apply the simplified approach to Expected Credit Losses for trade receivables and contract assets (“accrued income”), as required by IFRS 9. We recognize a loss allowance based on lifetime Expected Credit Losses. We have established a provision matrix by type of customer that is based on our historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

INDUSTRY

Certain information set forth in this section has been derived from external sources, including, among others, reports and other publications issued by Phocuswright (as such entity is defined in "Use of Certain Definitions" under the caption "Phocuswright"). Industry surveys and publications generally state that the information contained therein has been obtained from sources believed to be reliable, but some of this information may have been derived from estimates or subjective judgments or have been subject to limited audit and validation. While we believe this market data to be accurate and correct, we have not independently verified it. Market data presented in this section are based principally on Phocuswright's aggregations or calculations of gross bookings, revenues (on a net basis) and operating margins from publicly available sources, unless otherwise stated. We have accurately reproduced the sector share and industry data, and as far as we are aware and able to ascertain from various market research publications, publicly available information and industry publications, including various third-party sources, no facts have been omitted which to our knowledge would render the reproduced information inaccurate or misleading. However, you should note that the measures aggregated or calculated by Phocuswright are non-GAAP measures and, as a result, may not be directly comparable to similarly titled measures disclosed among companies operating in our industry, including us.

As presented herein, Phocuswright data for the period 2018-2019 are actual and data for the period 2020-2024 are estimated.

The following is an overview of the online travel industry, including outlook and drivers of the industry.

Within this industry, we look at the more specific market of online travel agencies ("OTAs") in the online flight sector, including us, and discuss key trends within this market. We also discuss competition within the travel industry, as well as the main markets in which we operate.

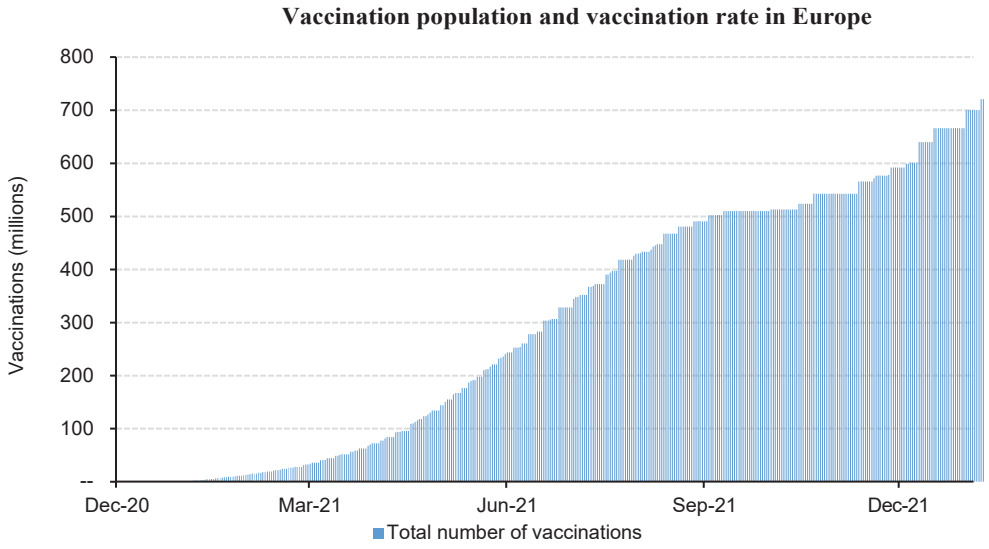
Online Travel Industry

Overview

According to Phocuswright, the global travel market generated approximately €1.3 trillion bookings in 2019. The global travel market encompasses flights, hotels, car rentals, tour operators, cruises and rail for leisure and corporate travel, including both online and offline.

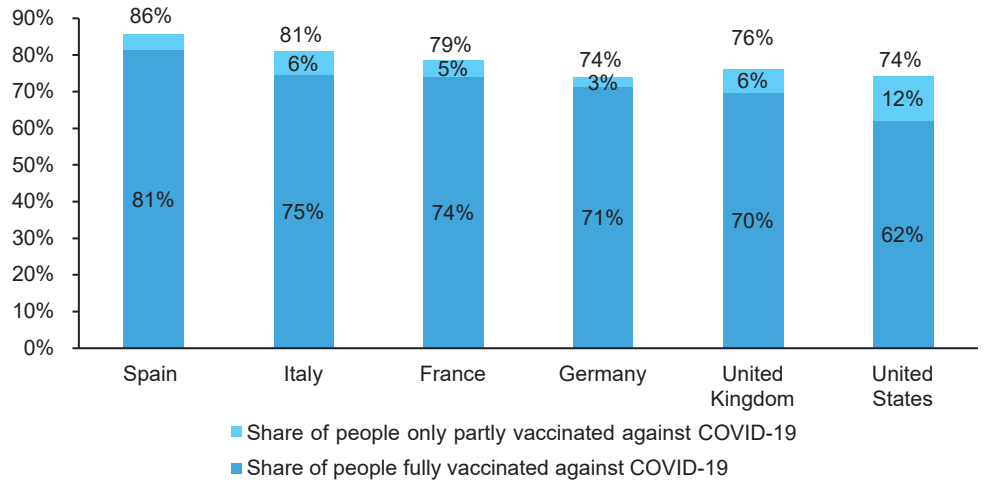
The outbreak of the COVID-19 pandemic in early 2020 halted global travel with a significant long-term impairment due to the introduction of travel restrictions throughout 2020 and 2021. The future of global travel activity is dependent on the ease of travel restrictions and the general vaccination rollout.

As vaccination rate continues to increase, we have seen a number of major European countries lifting travel restrictions and eliminating quarantine requirements, with tighter restrictions only applied to regions with higher COVID-10 infection rates or the emergence of mutation variants (such as the Delta variant). In January 2022 the total COVID-19 vaccine doses administered rose to more than 700 million across the entire European Union.



Source:
Our World in Data per January-22

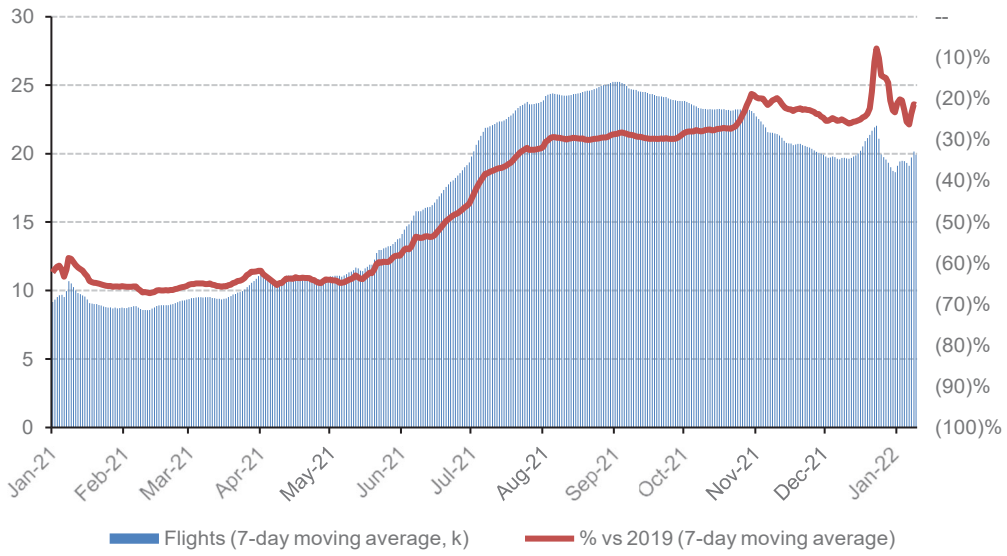
Share of population vaccinated against COVID-19



Source:
Our World in Data per January-22

The higher vaccination levels have also enabled a similar recovery pattern for travel volumes. European Airline bookings have exhibited a strong recovery in the second half of 2021. The 7-day rolling average of daily flights has recovered from ~10k flights per day and stabilized at 20-25k flights per day, which is ~20% below 2019 levels.

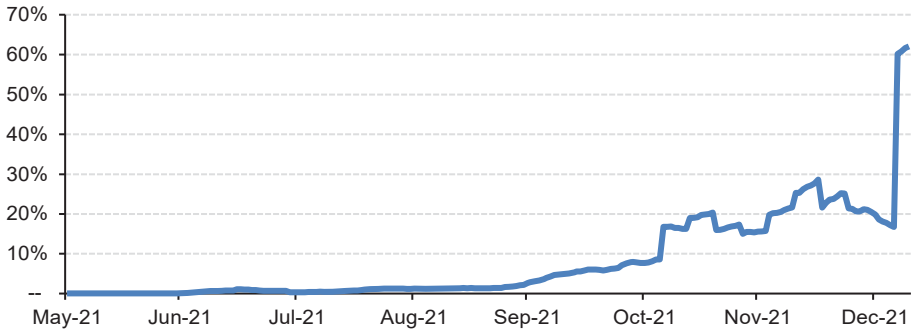
European air traffic (daily flights) 2021/22



Source:
Eurocontrol Aviation, January-22

There is a potential risk that the colder seasons in 2021/2022 could slow down, or even reverse, the ease of travel restrictions given cold weather could facilitate the spread of contagious respiratory and influenza diseases, including COVID-19. However, the introduction of vaccine booster dose which has proved to be effective by up to ~95% (BioNTech / Pfizer, Press Release of Phase 3 Trial Data as per 21-Oct-21) could help slow down the spread of COVID-19. During October 2021, the share of global COVID-19 vaccines doses administered as a booster rose to >10%.

Share of global daily COVID-19 vaccine doses administered as boosters[2]

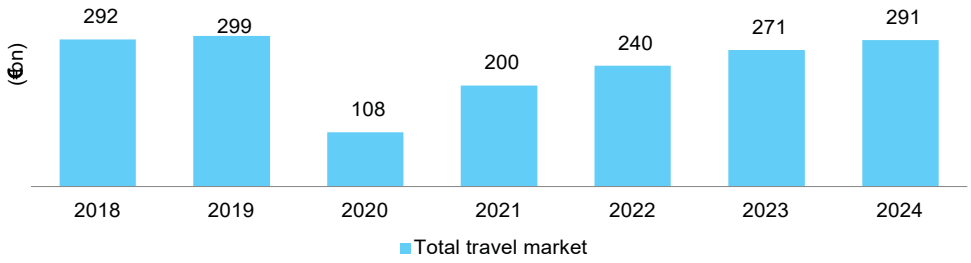


Note: Shown is the rolling 7-day average. Booster doses are doses administered beyond those prescribed by the original vaccination protocol

Source:
Our World in Data per January-22

As a consequence of the pandemic, the total travel market dropped by ~64% to €108 billion in 2020 from €299 billion in 2019 according to Phocuswright. The online travel market also contracted to €59 billion in 2020 (~62% below 2019 level). However, it is expected that the travel market will recover to pre-pandemic levels around 2024 with an aggregated volume (online and offline) of €291 billion at a ~14% CAGR 2020-2024.

European total market gross bookings (€bn), 2018–2024



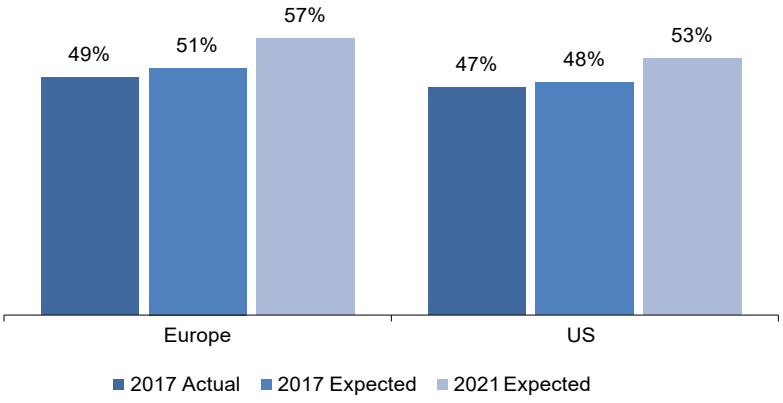
Source:
Phocuswright—Europe Travel Market Report 2020–2024

Drivers of the Online Travel Market

Accelerated shift from Offline to Online Travel Bookings

Historically, the distribution of travel products and services has been dominated by traditional "brick & mortar" travel agents. Over the past decade, the Internet has disrupted the travel industry's traditional sales channels. An increasing proportion of consumers are opting to book their travel arrangements online, benefiting from the convenience of 24/7 access, the option to research an exhaustive list of schedules and availability and the ability to compare fares in real time. As a result, global online travel penetration estimates have been upgraded over the years.

Online travel penetration by region



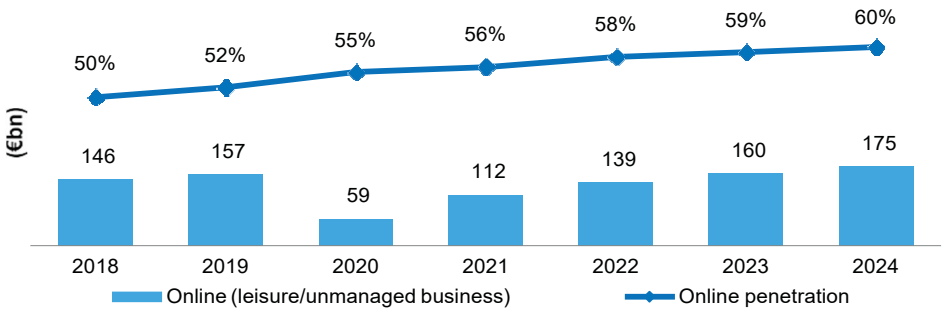
[2] NTD: Banks to update chart and provide updated support

Source:
Phocuswright's U.S. Online Travel Overview 17th Edition
Phocuswright's European Online Travel Overview 13th Edition

Online travel penetration rates vary widely across geographies and countries. The difference is driven by factors including access to the Internet, broadband penetration and the availability of online payments, etc. Structural trends are also driving the growth in the penetration of online travel bookings including the shift in demographics towards younger generations, the increased use of mobile distribution channels and the increasing relevance of reviews and recommendation engines powered by online social networks.

Additionally, the pandemic has accelerated online penetration of the segment. Online travel penetration increased from 52% in 2019 to 55% in 2020. Going forward, the online travel segment is expected to grow at a CAGR 2020—2024 of 31% vs. offline travel segment of 24% (Phocuswright—Europe Travel Market Report 2020—2024). The online travel market is expected to expand to €175 billion by the end of 2024, with a penetration of 60%.

European online travel market gross bookings (€bn) and online penetration (%), 2018 - 2024



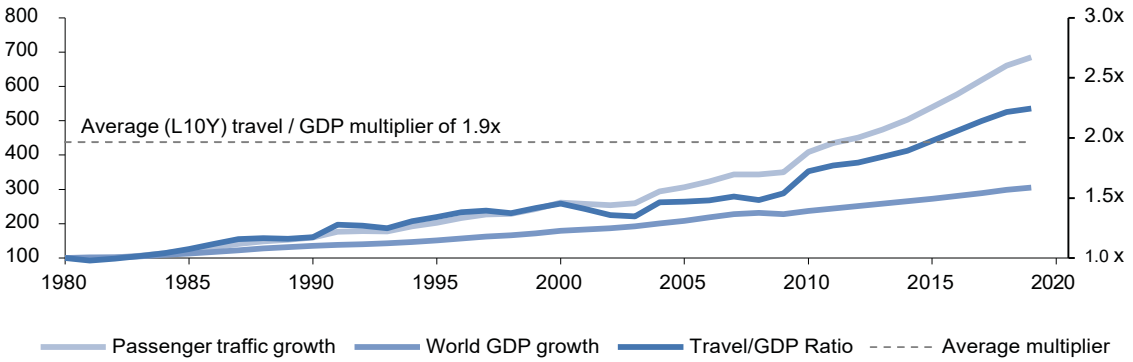
Source:
Phocuswright—Europe Travel Market Report 2020–2024
Company Calculation

Historical Correlation Between Traffic and GDP

The discretionary nature of certain travel spending, has led to a clear historical correlation between the macroeconomic environment and the growth of the travel industry. As the macro economy recovers from COVID-19, it is expected that the travel market will also return to pre-COVID levels.

Based on World Bank data, the flight sector, measured by air passenger traffic, has outgrown world GDP trends by a factor of 2.0x over the last 10 years. World Bank's 2020 Global Economic Prospects publication forecasts the world real GDP to grow by 5.6% in 2020 and 4.2% in the Euro Area, which could imply a higher growth in passenger traffic.

Passenger traffic vs world GDP growth



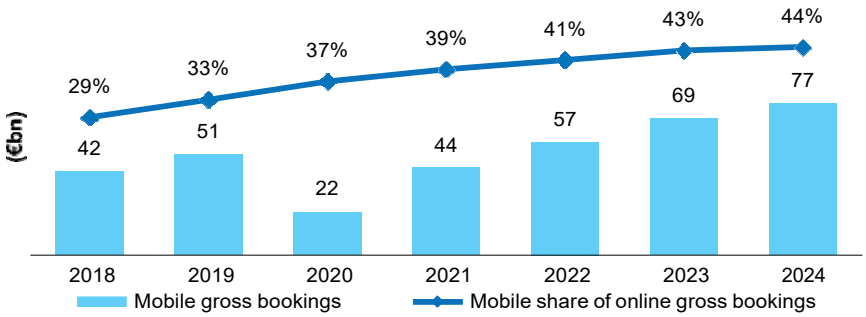
Air transport, passenger carried indexed to 1980.
World GDP growth in constant US$ (2005) indexed to 1980.
Calculated as air passenger growth index divided by World GDP growth index

Source:
World Bank, June 2018 Global Economic Prospects publication for GDP
World bank database for air passenger growth before 2017

Mobile to Become the Most Popular Online Booking Means

With more advanced mobile and internet technology, increasing online penetration, growing demand for convenience, together with acceleration momentum from COVID impact, mobile travel bookings are expected to continue increasing. In Europe, the mobile travel market is expected to grow at a 2021-2024 CAGR of 20% and is forecasted to reach a total market volume of ~€77 billion by 2024. This growth is predominantly driven by an increasing share of mobile penetration from 39% in 2021 to 44% in 2024.

European mobile travel gross bookings (€bn) and mobile share of online gross bookings (%), 2018 - 2024



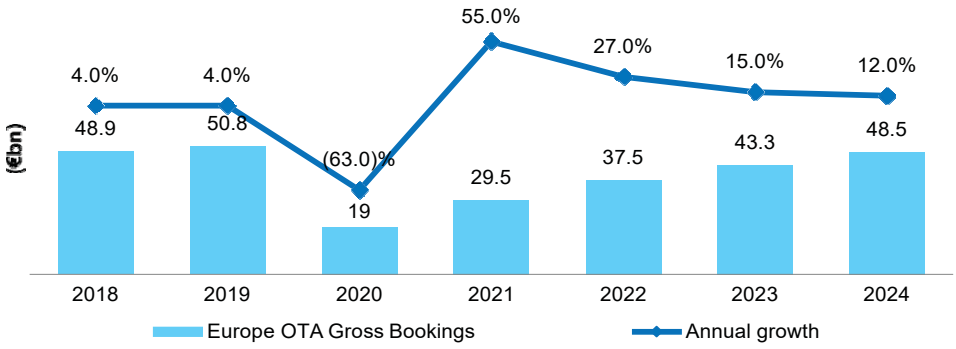
Source:
Phocuswright's European Online Travel Overview 13th Edition
Company Calculation

OTAs and the Online Flight Sector

Online and eCommerce has driven a significant shift within the ecosystem, particularly as it has enabled easier comparison of prices across different suppliers and travel intermediaries (e.g., OTAs). As a result, traditional travel agents have faced increased competition from suppliers and OTAs and the nature of competition has shifted towards offering the most attractive all-in prices and services to the consumer. This shift has favored OTAs, such as eDreams, as a one-stop shop with a large inventory offering across flight and non-flight products.

In Europe, the OTA market amounted to €19 billion in 2020, after a significant COVID drop of ~63%. The market is forecasted to recover with an expected volume €48.5 billion in 2024 (2021-2024E CAGR of 18%).

European OTA gross bookings (€bn) and annual growth (%), 2018 – 2024



Source:
Phocuswright's European Online Travel Overview 13th Edition

Key Trends Driving the Online Flight Sector in Europe

Recovering Macroeconomic Environment. As discussed in the "*Historical Correlation Between Traffic and GDP" outlook, flight volume has grown in line and with a multiplier of ~2x with GDP growth. The online flight market is expected to further expand as the macro economy continues to recover.*

Online Travel Market Share Gains from Offline Travel. As discussed in "*Online Travel Industry—Outlook and Drivers of Online Travel"* above, online travel penetration was estimated to have increased in Europe between 2018 and 2020 and is forecasted to further increase in 2021 to 2024.

Increasing Market Share of OTAs in Online Travel. As discussed in *"Online Travel Industry—OTAs and the Online Travel Market"* above, OTAs have progressively gained market share over supplier direct websites in terms of gross bookings.

Broad Selection of Destinations and Departure Times. Due to the depressed travel opportunities, we expect the urge to travel to long-haul and more exotic destinations once travel bans relax even further. In the long term, long-haul travel is expected to be a key growth driver of the industry as intercontinental travel becomes more affordable and appeals to an increasingly broad base of consumers. In addition, leisure customers are expected to continue traveling to a variety of destinations and so concentration on any particular destination is expected to be low. OTAs provide an exhaustive list of alternative travel arrangements, across suppliers and routes compared to suppliers direct, which are often limited to a particular set of routes. Long-haul journeys, in particular those involving connecting flights, can be more complex to book and create an opportunity for intermediaries, such as OTAs to add value for customers.

Globalization. Suppliers, distributors and other competitors are increasingly focusing on how best to adapt and benefit from globalization, which is a trend that benefits travel companies with large scale and the know-how to operate internationally.

Increasing Prominence of Direct Connect. Over the past several years, there has been an increasing trend of OTAs, through their use of the Internet and technological innovation, accessing inventory not only from GDSs but also by connecting directly to supplier systems to minimize the "all-in" price for customers and create new itineraries and product combinations that were not available elsewhere. Such developments have not only benefitted customers who now have access to flight products at cheaper prices and to inventory that previously did not exist, but also partner airlines who have increased sales due to the increased distribution of their flight products through OTAs.

Low-Cost Carriers. Certain airlines have expanded the number of routes they offer throughout Europe. Their proposition to offer a "no frills" yet efficient service along popular short- to mid-haul routes at very competitive fares has won the endorsement of consumers and has in general impacted pricing by all airlines and made travel more affordable.

Emerging Markets Carriers. The Persian Gulf's strategic location between Europe and Asia, as well as the growth experienced by its local economies in recent years, has led to the development of new travel hubs and strong flagship airlines out of Dubai (Emirates), Abu Dhabi (Etihad) and Qatar (Qatar Airways).These carriers are increasingly competing with European airlines for passengers flying on long-haul flights and seeking to increase their presence outside of their home markets.

Airline Consolidation. Consolidation may allow airlines to share certain heavy fixed costs, such as personnel and equipment depreciation, to mitigate financial pressures due to the pandemic. For example, in November 2020, Korean Air announced a 1.8 trillion won takeover plan to acquire and consolidate with the financially troubled Asiana Airlines, potentially resulting in one of the world's ten biggest airlines. Similarly, the two Japanese airlines Airdo and Solaseed Air are set to merge in the autumn of 2022.

Fare Deconstruction. In the wake of market share gains by low-cost carriers, traditional airlines are increasingly offering "à la carte" services on top of basic airfares in order to enhance the competitiveness of their offerings. Consumers can pay extra fees to be served meals, check in excess luggage, choose their seats or board the aircraft early, purchase exchangeable or reimbursable tickets, etc. The comparison engine of OTAs is particularly valuable in an environment where prices and services are increasingly complex, including in respect of the trend of airlines to unbundle their prices.

Reduction of Airline Commissions to Travel Agents. Airlines began reducing commissions paid to travel agents in 2003, which required travel agents to find new sources of revenues and reduced dependency on airline commissions, which currently represents a small fraction of OTA revenue in Europe.

Competitive Landscape

The global OTA market includes a wide range of public and private companies, some of which have a clear regional focus while others operate across regions and worldwide.

The European travel market is competitive. Market participants vying for the same consumer travel spending include other OTAs, traditional (offline) travel agencies and travel suppliers, such as airlines, hotels and tour operators and metasearch engines, which need to balance the yield enhancement that intermediaries can induce with the associated customer acquisition costs. We believe, however, that there is capacity for parallel growth of market participants in the travel industry, not only given the size of the market and the need for a relatively small portion of such market to prosper, but also because market participants' models are often different and co-dependent: when business grows for one market participant, this can lead to an increase in demand for services of other market participants.

Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more "do-it-yourself" searches where the consumer compares various travel options on his or her own. As a result, consumers have become more sensitive to see differences, which in turn has led to increasing price pressure in the online travel industry.

Groups of competitors in our market include:

OTAs. The OTA sector is itself highly fragmented with a great number of OTAs worldwide and competition varying by country, segment and products. While there are a number of global OTAs with brand presence across multiple countries, each country has regional OTAs competing in their respective markets. Within the flight sector specifically, our competitors are different in each country, reflecting the highly localized nature of the travel industry. OTAs with larger scale have been more successful in increasing their share of the total OTA market, driven by their ability to offer customers value-added services including larger inventory, attractive prices (due to a greater ability to receive favorable terms from suppliers), ability to create customized offerings (such as multi-leg journeys with different airlines), ability to offer complex products (such as dynamic packages) and greater scope to invest to improve customer service and product offerings.

Traditional Travel Agencies ("TTAs"). In the principal European countries in which we operate, the majority of travel bookings are still made through TTAs. TTAs are typically small in size compared to OTAs and lack the scale, brand recognition and technological resources often associated with OTAs. TTAs typically have a small number of employees and rely significantly on manual processes that are not as efficient as the automation used by many OTAs. Since their inception, OTAs have gained market share from TTAs on a gross bookings basis as discussed above.

Airline and Hotel Direct Websites. Airlines and hotels are strong partners and suppliers of OTAs and have benefitted from mutual cooperation since OTAs began operating. However, airlines and hotels as suppliers also try to diversify their distribution channels and seek to acquire customers directly. As such, hotel and airline websites are competitors of OTAs with respect to customer acquisition. Airline and hotel direct websites, like OTAs, have shown strong growth in the past years, but recently, OTAs have been gaining share from suppliers direct in all markets except the United States.

Pure Metasearch Companies. Metasearch companies, such as Kayak, Skyscanner, Jetcost, Trivago, Momondo and Qunar are distributors of OTAs. They source customers and send them to OTAs and supplier's sites to complete a booking. Although we do not directly compete with metasearch companies, we seek to diversify our distribution channels and as such could be seen to compete with metasearch companies with respect to customer acquisition.

Google. Google is an important source of customers for most online businesses. Google acquired ITA, a U.S.-based flight information software company, in 2010 and has used its technology to launch Google Flights, a metasearch service in the United States and Europe. OTAs and supplier direct websites have continued showing strong growth after the ITA acquisition and after the launch of Google Flights.

Social Media Websites and Mobile Platform Travel Applications. Social media websites, such as Facebook, and mobile platforms, including smartphones and tablet devices such as the iPhone and iPad, are growing rapidly. The emergence of mobile platforms has led to increasing use by consumers of standalone mobile apps to research and book travel. In addition, Facebook has launched enhanced search functionality for data included within its website, which may in the future develop into alternative research resources for travellers. Social media websites have introduced new dynamics into the competitive landscape.

Key competitor Overview

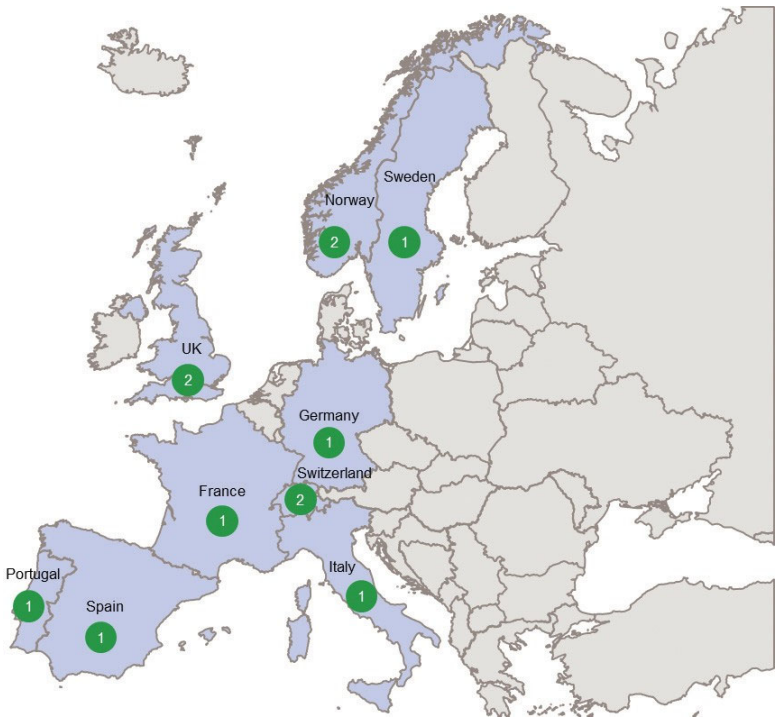
Competitor	eDreams ODIGEO	Despegar	Expedia	Lastminute.com	On the Beach	Tripcom
Headquarter	Spain	Argentina	United States	Switzerland	United Kingdom	China
Presence	45 countries	20 countries	70+ countries	40 countries	4 countries	49 markets
Geographical focus	Europe + Global	Latin America	US + Global	Europe	UK	China
Product focus	Flights + diversified	Multiproduct	Hotels + DP	DP	Multiproduct	
Offering: Flights	✓	✓	✓	✓	✓	√
Offering: Hotels	✓	✓	✓	✓	✓	√
Offering: Car rental	✓	✓	✓	✓	✗	√
Offering: Trains	✓	✗	✗	✓	✗	√
Offering: Experiences	✗	✓	✓	✓	✗	√
Market cap (€m)	957	759	23,739	484	591	16,963
Revenue CY'19A (€m)	564	453	10,412	367	133	4,454
Subscription	✓	✗	✗	✗	✗	✗

Note: DP, defined as dynamic packages, refers to bundles of flights and hotels. USD converted to EUR using FX rate of 0.863. CHF converted to € using FX rate of 0.945. GBP converted EUR using FX rate of 1.170.

Source: Phocuswright Europe travel market report 2020-2024, company information, market data as of Nov-21

Our Geographical Markets

We believe we have a leadership position in Europe, as shown by the following chart which sets out our rankings amongst OTA in European countries based on Amadeus segments data by point of origin. Based on Phocuswright and Company data, eDO accounts for 37% of the European OTA flight market share.



Source:
Based on Amadeus bookings data
Phocuswright Travel Market Report 2020-2024
Company Data

Our principal operations are in the United Kingdom, Germany, France, Spain, Italy and the Nordic region. The information below has been sourced from the Phocuswright's European/U.S. Online Travel Report 2020-2024 (March 2021) and Amadeus and the data is presented in Euro unless otherwise stated.

In Europe, our main competitors in the online market for flights are mainly other OTAs as well as the direct websites of airlines. In France, Italy, and Spain sizable competitors include Etraveli and Kiwi (who are almost exclusively distributing their content through the meta channel) and Expedia and Lastminute which are more diversified competitors (e.g., selling also hotels and being active across most channels). In addition, local competitors such as Misterfly in France (which is operating mainly a B2B business) and invia in Germany are much smaller and are operating almost exclusively in their respective home markets.

Germany

Germany is the largest travel market in Europe, with a projected €24 billion in total gross bookings in 2020, which are expected to reach €33 billion in 2021 and €53 billion in 2024 (2021-2024 CAGR of 18%).

Online travel accounted for 50% of total bookings in 2020 and is expected to reach 52% in 2021 and 57% in 2024. The online travel industry amounted to €11.7 billion in 2020, and is expected to reach €16.9 billion in 2021 and €30.5 billion in 2024 (2021-2021 CAGR of 22%). The OTA market amounted to €4.5 billion in 2020, and is expected to amount to €6.0 billion in 2021 and €9.4 billion in 2024 (2021-2024 CAGR of 16%). In 2020, supplier websites were estimated to have accounted for 61% of online travel gross bookings whereas OTAs accounted for 39%.

Mobile travel penetration in Germany accounted for 35% of online gross bookings in 2020 and is expected to reach 37% in 2021 and 40% in 2024. The mobile travel industry amounted to €4.1 billion in 2020, and is expected to reach €6.3 billion in 2021 and €12.2 billion in 2024 (2021-2024 CAGR of 25%).

The German OTA sector is highly fragmented, with our main flight-focused OTA competitor is Expedia. Our competitors also include TTAs. We believe we were the largest OTA in the flight sector in Germany in 2020 based on Amadeus bookings data.

France

The travel market in France is the third largest in Europe, with gross bookings of €16.1 billion in 2020, which are expected to reach €20.3 billion in 2021 and €41.1 billion in 2024 (2021-2024 CAGR of 26%). The total flight

sector accounted for €6.0 billion of gross bookings in 2020, and is expected to reach €7.1 billion of gross bookings in 2021 and €17.9 billion in 2024 (2021-2024 CAGR of 36%).

Online travel in France accounted for 47% of total bookings in 2020 and is expected to reach 48% in 2021 and 49% in 2024. The online travel industry amounted to €7.6 billion in 2020, and is expected to reach €9.7 billion in 2021 and €20.0 billion in 2024 (2021-2024 CAGR of 27%). The OTA market amounted to €2.2 billion in 2020, and is expected to amount to €2.8 billion in 2021 and €5.2 billion in 2024 (2021-2024 CAGR of 23%). In 2020, supplier websites are estimated to have accounted for 72% of online travel gross bookings whereas OTAs accounted for 28%.

Mobile travel penetration in France accounted for 28% of online gross bookings in 2020 and is expected to reach 30% in 2021 and 33% in 2024. The mobile travel industry amounted to €2.1 billion in 2020, and is expected to reach €2.9 billion in 2021 and €6.5 billion in 2024 (2021-2024 CAGR of 31%).

Spain

Spain is the fourth largest travel market in Europe, with gross bookings of €8.9 billion in 2020, which are expected to reach €17.8 billion in 2021 and €27.7 in 2024 (2021-2024 CAGR of 16%). The total flight sector amounted to €2.5 billion of gross bookings in 2020, and is expected to reach €5.2 billion of gross bookings in 2021 and €7.9 billion in 2024 (2021-2024 CAGR of 15%).

Online travel accounted for 51% of total bookings in 2020, and is expected to reach 52% in 2021 and 56% in 2024. The online travel industry amounted to €4.5 billion in 2020, and is expected to reach €9.3 billion in 2021 and €15.5 billion in 2024 (2021-2024 CAGR of 19%). The OTA market amounted to €2.0 billion in 2020, and is expected to amount to €4.1 billion in 2021 and €6.7 billion in 2024 (2021-2024 CAGR of 18%). In 2020, supplier websites were estimated to have accounted for 55% of online travel sales whereas OTAs accounted for 45%.

Mobile travel penetration in Spain accounted for 27% of online gross bookings in 2020 and is expected to reach 28% in 2021 and 32% in 2024. The mobile travel industry amounted to €1.2 billion in 2020, and is expected to reach €2.6 billion in 2021 and €5.0 billion in 2024 (2021-2024 CAGR of 24%).

Our principal competitors in Spain include Lastminute and offline travel agents such as El Corte Inglés and Halcón Viajes. We believe we were the largest OTA in Spain in the flight sector in 2020 based on Amadeus bookings data.

United Kingdom

The U.K. travel market is the second largest travel market in Europe, with gross bookings of £17.0 billion in 2020, which are expected to reach £26.1 billion in 2021 and £44.2 billion in 2024 (2021-2024 CAGR of 19%). The total flight sector amounted to £7.9 billion of gross bookings in 2020, and is expected to reach £11.4 billion of gross bookings in 2021 and £20.7 billion in 2024 (2021-2024 CAGR of 22%).

Online travel has accounted for 68.8% of total bookings in 2020, and is expected to reach 69.3% in 2021 and 71.0% in 2024. The online travel industry amounted to £11.7 billion in 2020, and is expected to reach £18.1 billion in 2021 and £31.4 billion in 2024 (2021-2024 CAGR of 20%). The OTA market amounted to £3.1 in 2020, and is expected to amount to £4.9 billion in 2021 and £8.1 billion in 2024 (2021-2024 CAGR of 18.2%). In 2020, supplier websites were estimated to have accounted for 74% of online travel gross bookings whereas OTAs accounted for 26%.

Mobile travel penetration in the United Kingdom accounted for 41% of online gross bookings in 2020 and is expected to reach 43% in 2021 and 48% in 2024. The mobile travel industry amounted to £4.8 billion in 2020, and is expected to reach £7.8 billion in 2021 and £15.2 billion in 2024 (2021-2024 CAGR of 25%).

In the U.K., in addition to Etraveli and Kiwi, Trip.com is also of meaningful size as a merchant within the metas space. Expedia and Lastminute are also of meaningful size in the market. Local competitors such as Southall Travel or Netflights are selling mostly through offline agencies but are also distributing their content through metas. We believe we were the second largest OTA in the flight sector in the United Kingdom in 2020 based on Amadeus bookings data.

Italy

The Italian travel market is the fifth largest in Europe, with gross bookings of €6.5 billion in 2020, which are expected to reach €14.9 billion in 2021 and €24.2 billion in 2024 (2021-2024 CAGR of 18%). The total flight sector amounted to €1.0 billion of gross bookings in 2020, and is expected to reach €2.9 billion in 2021 and €4.0 billion in 2024 (2021-2024 CAGR of 12%).

Online travel has accounted for 47.6% of total bookings in 2020, and is expected to reach 50% in 2021 and 57% in 2024. The online travel industry amounted to €3.1 billion in 2020, and is expected to reach €7.4 billion in 2021 and €13.8 billion in 2024 (2021-2024 CAGR of 23%). The OTA market amounted to €1.3 billion in

2020, and is expected to reach €2.9 billion in 2021 and €5.1 billion in 2024 (2021-2024 CAGR of 20%). In 2020, supplier websites were estimated to have accounted for 57% of online travel gross bookings whereas OTAs accounted for 43%.

Mobile travel penetration in Italy accounted for 46% of online gross bookings in 2020 and is expected to reach 49% in 2021 and 56% in 2024. The mobile travel industry amounted to €1.4 billion in 2020, and is expected to reach €3.6 billion in 2021 and €7.7 billion in 2024 (2021-2024 CAGR of 29%).

We believe we were the largest OTA in the flight sector in Italy in 2020 based on Amadeus bookings data.

Nordics

The Nordic travel market reached gross bookings of €7.4 billion in 2020, and is expected to reach €10.2 billion gross bookings in 2021 and €15.9 billion in 2024 (2021-2024 CAGR of 16%). The total flight sector amounted to €3.0 billion in 2020, and is expected to reach €4.3 billion of gross bookings in 2021 and €6.3 billion in 2024 (2021-2024 CAGR of 14%).

Online travel has accounted for 70.3% of total gross bookings in 2020, and is expected to reach 72% in 2021 and 73.0% in 2024. The online travel industry amounted to €5.2 billion in 2020, and is expected to reach €7.3 billion in 2021 and €11.6 billion in 2024 (2021-2024 CAGR of 17%). The OTA market amounted to €1.4 billion in 2020, and is expected to reach €2.0 billion in 2021 and €3.2 billion in 2024 (2021-2024 CAGR of 17%). In 2020 (estimated), supplier websites accounted for 73% of online travel gross bookings whereas OTAs accounted for 27%.

Mobile travel penetration in the Nordics accounted for 41% of online gross bookings in 2020 and is expected to reach 43% in 2021 and 48% in 2024. The mobile travel industry amounted to €2.2 billion in 2020, and is expected to reach €3.1 billion in 2021 and €5.6 billion in 2024 (2021-2024 CAGR of 21.8%).

In the Nordics, local Etraveli is the largest OTA competitor with a clear lead over other smaller OTAs (e.g., Braganza Group, Kiwi). We believe we were the largest and the second largest OTA in the flight sector in Sweden and Norway, respectively, in 2020 based on Amadeus bookings data.

United States

The U.S. travel market reached gross bookings of $156.1 billion in 2020, which are expected to reach $185.5 billion in 2021 and $390.3 billion in 2024 (2021-2024 CAGR of 28%). The total flight sector amounted to $49.9 billion of gross bookings in 2020, and is expected to reach $52.2 billion of gross bookings in 2021 and $152.8 billion in 2024 (2021-2024 CAGR of 43%).

Online travel has accounted for 56% of total bookings in 2020, and is expected to decrease slightly to 56% in 2021 and continue decreasing to 54% in 2024. The online travel industry amounted to $88 billion in 2020, and is expected to reach $103 billion in 2021 and $209 billion in 2024 (2021-2024 CAGR of 27%). The OTA market amounted to $31.6 billion in 2020, and is expected to amount to $38.5 billion in 2021 and $68.5 billion in 2024 (2021-2024 CAGR of 21%). In 2020, supplier websites were estimated to have accounted for 63% of online travel gross bookings whereas OTAs accounted for 37%.

Mobile travel penetration in the U.S. accounted for 36% of online gross bookings in 2020 and is expected to reach 41% in 2021 and 45% in 2024. The mobile travel industry amounted to $31.6 billion in 2020, and is expected to reach $42.4 billion in 2021 and $93.2 billion in 2024 (2021-2024 CAGR of 30%).

In the US, the largest players are local expedia and fareportal followed by smaller competitors such as priceline. In addition, international OTAs such as Trip.com, Kiwi, and Etraveli are operating in this market.

BUSINESS

Overview

We are a leading online subscription company focused on travel with a presence in 45 countries. With approximately 2.2 million Prime members as of December 31, 2021, and more than 17 million customers served in the year ended March 31, 2019 (before the COVID-19 pandemic), we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. We also supply our customers with non-flight mediation services, such as hotel bookings, Dynamic Packages (which are dynamically priced packages consisting of a flight product and a hotel booking that travelers customize based on their individual specifications by combining select products from different travel suppliers through us), car rentals, vacation packages, travel insurance and other ancillary travel-related services and products.

Over the past four years, we have successfully developed and tested our subscription program, Prime. Prime is an innovative subscription model in the online travel sector that allows our customers to fly at lower prices and have access to 24/7 priority customer service, as well as exclusive Prime offers and additional discounts on other products and services.

Prime has given us the opportunity to diversify away from the transactional model and transform the relationship with the customer, adding quality and longevity and enabling us to engage with our customers throughout every step of their travel journey. We believe this model provides us with a more stable source of income, a considerable reduction in our customer acquisition costs, as well as strengthened customer loyalty and higher repeat Booking rates. The Prime model also enables us to foster stronger relationships with our business partners, as it grants our business partners access to a loyal and high value customer group.

We own and operate a strong portfolio of consumer brands consisting mainly of eDreams, Opodo, GoVoyages, Travellink and Liligo. Among flight OTAs, our brands are ranked first in Spain, France and Italy, second in Germany and third in the United Kingdom (source: SimilarWeb). Through our brands, we have historically focused on the flight sector of the travel market. We believe the strength of our brands, quality of our services, our Prime subscription program, as well as our user-friendly website experience, our focus on our customers have enabled us to build significant brand awareness in the European flight sector. We have historically leveraged, and expect to continue to leverage, our strength in flight travel to expand our presence in non-flight travel sectors, such as hotels and Dynamic Packages.

We derive the substantial majority of our revenue and profit from the supply of flight and non-flight products for the European leisure market where we have a leading market presence. As of December 2020, based on Phocuswright and Company data, we were the largest online flight retailer in Europe by number of Bookings, with a 37% market share. Outside of Europe, we have an expanding presence in a number of significant markets, including the United States, Australia, Canada, Mexico and South Africa.

Our products are distributed through a variety of channels including our online booking platform (desktop and mobile websites and mobile apps) and via our call centers, as well as indirectly through metasearch websites, white-label distribution partners and other travel agencies. We also offer our products through Liligo, our metasearch brand which is currently active in nine countries.

We use innovative technology and our relationships with suppliers, product know-how and marketing expertise to attract and allow customers to research, plan and book a broad range of travel products. We make our offers accessible to a broad range of customers, offline travel agents and white label distribution partners. Prime, our travel subscription program, enables us to continue to deepen and broaden our relationship with our customers, which has resulted in earning more repeat business and obtaining a greater share of our customers' travel wallet.

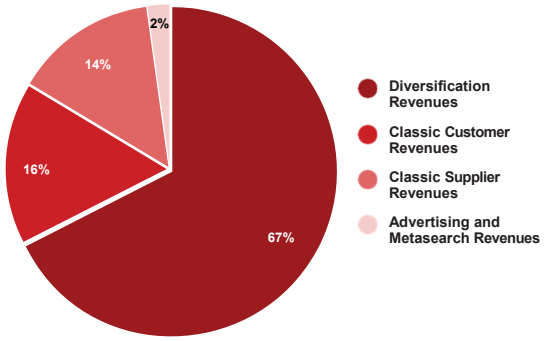
Our Prime subscription model appeals to travelers of all ages for all types of travel. The demographics of our Prime members include 50% female and 50% male members, with 43% of the members from 18 to 35 years of age, 38% from 36 to 55 years of age and 19% over the age of 56. From December 2020 to November 2021, 63% of our Prime members travelled alone, 29% were accompanied by other adults, and 8% travelled with children. The income range of our Prime members varies as well, with 26% of the members with an annual income of less than €30,000, 47% from €30,000 to €60,000, 21% from €60,000 to €150,000, and 6% over €150,000. On haul type, 47% of the bookings by our Prime members are for continental flights, 30% for domestic flights, and 23% for inter-continental flights.

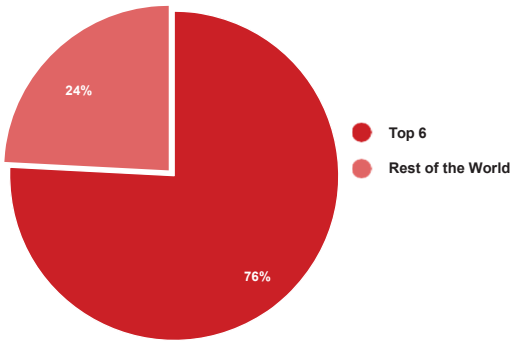
For the year ended March 31, 2021, we reached 876 thousand Prime members and our businesses generated 3.2 million Bookings, Revenue Margin of €111.1 million, Cash Revenue Margin of €121.8 million, Adjusted EBITDA of €(38.2) million, and Cash EBITDA of €(27.4) million compared to 10.8 million Bookings, 556 thousand Prime members, Revenue Margin of €528.7 million, Cash Revenue Margin of €534.3 million, Adjusted EBITDA of €115.1 million, and Cash EBITDA of €120.7 million in the year ended March 31, 2020.

For the twelve months ended September 30, 2021, we reached 1.7 million Prime members and our businesses generated 7.5 million Bookings, Revenue Margin of €228.4 million, Cash Revenue Margin of €252.0 million, Adjusted EBITDA of €(20.6) million, and Cash EBITDA of €2.9 million, compared to 6.4 million Bookings, 664 thousand Prime members, Revenue Margin of €298.5 million, Cash Revenue Margin of €309.1 million, Adjusted EBITDA of €41 million, and Cash EBITDA of €51.6 million in the twelve months ended September 30, 2020.

For the six months ended September 30, 2021, we reached 1.7 million Prime members and our businesses generated 5.7 million Bookings (14.1 million Bookings for FY22 Q2 annualized), Revenue Margin of €168.4 million (€99.9 million for the three months ended September 30, 2021), Cash Revenue Margin of €187.0 million, Adjusted EBITDA of €0.7 million, and Cash EBITDA of €19.4 million, compared to 1.5 million Bookings, 664 thousand Prime members, Revenue Margin of €51 million (€34.4 million for the three months ended September 30, 2020), Cash Revenue Margin of €56.8 million, Adjusted EBITDA of €(16.8) million, and Cash EBITDA of €(11) million in the year ended September 30, 2020. For the three months ended September 30, 2021, we generated Cash EBITDA of €16.3 million, compared to €1.4 million in the three months ended September 30, 2020.

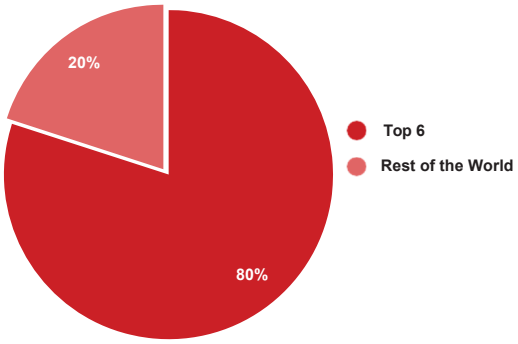
The following charts present breakdowns of our Revenue Margin by revenue source and geography for the twelve months ended September 30, 2021.

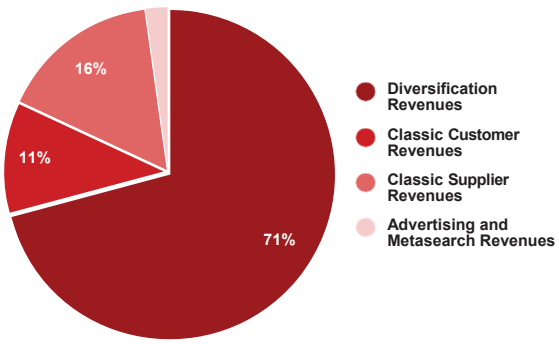




The Top 6 markets comprise our operations in France, Spain, Italy, Germany, the United Kingdom and the Nordics. The Rest of the World markets comprise our operations in all other countries in which we operate, including, among others, the United States and Portugal. For a description of each revenue stream, please see "*Management's Discussion and Analysis—Key Factors Affecting Our Results of Operations—Changes in revenue sources and product mix*".

The following charts present breakdowns of our Revenue Margin by revenue source and geography for the six months ended September 30, 2021.





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Outlook and Certain Financial Targets

We have set the following key targets for the year ending March 31, 2025:

- More than 7.25 million Prime members;
- Cash Revenue Margin of more than €820.0 million;
- Cash Marginal Profit of more than €280.0 million;
- Cash EBITDA of more than €180.0 million;
- Capital Expenditures of approximately €50 million; and
- Net Leverage Ratio of less than 2.0x by the end of financial year 2024.

Prime members base

We aim to become a predominantly subscription-based platform and plan to further enhance our customer engagement to foster the transition to Prime and grow our Prime members base. We target reaching approximately 7.25 million Prime members by the end of fiscal year 2025 (approximately 3.3 times our members base of approximately 2.2 million as of December 31, 2021) through the following principal growth levers:

- *Converting current transactional customers to Prime.* In the year ended March 31, 2019, we served 17 million transactional customers on our platform and we strive to introduce those customers to our Prime subscription offering.
- *Increasing our existing market share in Europe, particularly in our Top 6 markets*. With approximately 225 million households in Europe in 2020 (according to data from Eurostat, the UK Office for National Statistics and Phocuswright) and an addressable market share of approximately 95% for flight products, Europe is the third largest travel market in the world in which we plan to continue to increase our market share.
- *Growing our Prime members base in our Rest of the World markets*. We believe there is a strong opportunity to further develop our presence in our existing Rest of the World markets and enter new markets in which we do not yet have a strong brand. Our scalable and geography-agnostic platform facilitates the launch and development of our platform and brand in new geographies, as demonstrated by the successful launch of the eDreams platform in the United States where between fiscal year 2019 and September 30, 2021, we experienced an increase in the number of Bookings of 250% and quadrupled our market share.
- *Attracting new Prime members in non-flight product categories*. Non-flight product categories present an attractive opportunity given the size of this market (Gross Bookings of non-flight bookings across OTAs in Europe amounted to approximately €35 billion in 2019, compared to approximately €12 billion for flight products) and we believe we have a demonstrated track record of successfully cross-selling non-flight products and expect to achieve a indexed growth in our non-flight Bookings compared to the growth in our flight Bookings of approximately 136% between fiscal year 2019 and the end of fiscal year 2022.

Our ability to capture new customers through Prime is demonstrated by the fact that on average approximately 60% of our Prime members are new customers (on the basis of approximately 1.96 million members as of November 11, 2021) and we expect that by the end of fiscal year 2025 approximately 66% of our total flight Bookings will be made through Prime compared to 39% for FY22 Q2 annualized and 7% for the twelve months ended January 31, 2020.

In order to seize further growth opportunities in Prime and increase our Prime members base, we plan to continue to invest in our Prime platform to support the launch of our Prime platform in new geographies and the development of further platform functionality enhancements. To that end, we intend to make additional investments in our IT and hire an additional 550 employees (which, together with our current employees, comprise the largest component of our Fixed Costs) focused on product development by the end of fiscal year 2025. We plan to invest in additional Capital Expenditures for the continued improvement of our Prime platform, specifically with respect to connectivity, payment functionality and further geographic expansion. We expect our aggregate additional investment, including extra investments in Capital Expenditures and Fixed Costs, to amount to approximately €50 million and €100 million, respectively, in the fiscal year 2025 (compared to €24 million and €58 million, respectively, for FY22 Q2 annualized). We expect such additional investment to help generate over €70 million in additional Cash Marginal Profit and over 1.8 million additional Prime members in fiscal year 2025.

Cash Revenue Margin and Cash Marginal Profit

Our Cash Revenue Margin will be principally driven by the expected growth in the number of Prime members and the number of Bookings. For the year ending March 31, 2025 we expect that our Cash Revenue Margin will be greater than €820.0 million, compared to a FY22 Q2 annualized Cash Revenue Margin of €454.0 million, implying a compound annual growth rate ("CAGR") of approximately 18% from the second half of fiscal year 2022 to the end of fiscal year 2025. By reinvesting part of the additional Revenue Margin from repeat Bookings into additional discounts for Prime members, we expect an increase in the volume of Prime Bookings and our Cash Revenue Margin, as we believe Prime members will be incentivized to give us a larger share of their travel wallet because we can offer them products and services at more competitive prices. On this basis, we target a Prime ARPU of around €80.0 to remain flat over the period through the end of fiscal year 2025.

Over time, as more customers convert to Prime and we enhance our Prime platform's functionality and increase our product offerings, we expect our Cash Revenue Margin to become predominantly subscription-based as a result of the expected resilient revenue generation built on our Prime subscription model. By the end of fiscal year 2025 we believe that approximately 64% of our Cash Revenue Margin will come from Prime Bookings, compared to 41% for FY22 Q2 annualized.

We expect Prime growth to drive an increase in our Cash Marginal Profit to above €280.0 million in the year ending March 31, 2025, compared to a FY22 Q2 annualized Cash Marginal Profit of €123.0 million, implying a CAGR of approximately 26% from the second half of fiscal year 2022 to the end of fiscal year 2025. Cash Marginal Profit Margin is expected to increase from an aggregate margin of 27% for FY22 Q2 annualized (with Prime Bookings accounting for a margin of 36% and non-Prime Bookings accounting for a margin of 21%) to an aggregate margin of approximately 34% (with Prime Bookings accounting for a margin of approximately 45% and non-Prime Bookings accounting for a margin of approximately 15%) as we expect the share of higher margin Prime Bookings compared to the lower margin non-Prime Bookings to increase over time. We believe this increase will principally be driven by the growth of our Prime members base as customer acquisition costs as a percentage of our revenues will decrease driven by repeat Prime Bookings, which we expect to result in a further expansion of our Cash Marginal Profit Margin and increase of our Cash Marginal Profit over time. We expect Prime members to account for approximately 84% of Cash Marginal Profit at the end of fiscal year 2025, compared to approximately 55% for FY22 Q2 annualized and 6% for the twelve months ended January 31, 2020.

Assuming Prime members renew their subscriptions, we believe the Prime model will drive an increasing Lifetime Value for Prime members over time as our Cash Marginal Profit Margin increases as a result of a decrease in Variable Costs (approximately half of which comprise acquisition costs) of approximately 30% after the first year of Prime membership. The Prime membership fees, the higher rate of repeat Prime Bookings and the decrease in Variable Costs over time generally result in a higher Lifetime Value for Prime members compared to non-Prime customers. Therefore, we believe that our initial Prime customer acquisition expenditures are highly accretive expenditures supporting the acceleration of Prime and expected to generate a significant return on investment over the long-run. For example, the ratio of our Lifetime Value for Prime members compared to the customer acquisitions costs for Prime members ranges between 2.0x and 3.0x for the period ended September 30, 2021.

Cash EBITDA and Cash EBITDA Margin

We believe that our Prime business model translates into greater profitability, principally driven by the expected growth in our Prime member base, a stable revenue from Prime members, increased customer engagement, higher repeat Prime Booking rates, and the scalability of our IT platform. We anticipate our Cash EBITDA to increase to greater than €180.0 million in the year ending March 31, 2025 (of which we expect approximately 84% to be generated by our Prime business), compared to a FY22 Q2 annualized Cash EBITDA of €65.0 million (of which 55% is generated by our Prime business), implying a CAGR of approximately 34% from the second half of fiscal year 2022 to the end of fiscal year 2025. Similarly, we expect our aggregate Cash EBITDA Margin to increase from 14% for FY22 Q2 annualized (with Prime generating a Cash EBITDA Margin of 19% and our non-Prime business generating a Cash EBITDA Margin of 10%) to approximately 22% (with Prime expected to generate a Cash EBITDA Margin of approximately 29% and the Cash EBITDA Margin of our non-Prime business remaining flat at approximately 10%).

Leverage

Although the travel conditions during the COVID-19 pandemic have put pressure on our business, in normal circumstances it generates strong cash flows and we aim to continue improving our cash flow

generation going forward as the travel industry recovers. We believe this will enable us to continue investing in Prime while maintaining a strong de-leveraging profile. On that basis, we have set a Net Leverage Ratio target of less than 2.0x for the fiscal year 2024 and a long-term Net Leverage Ratio target of between 1.0x—2.0x (in each case, assuming the COVID-19 pandemic resolves as anticipated, no significant deterioration in the macro-economic environment and no strategic transactions). Our Net Leverage Ratio for 2Q FY22 annualized (calculated as our Net Financial Debt as of September 30, 2021 divided by 2Q FY22 annualized Cash EBITDA) is 7.2x.

Our ability to achieve the financial targets and objectives set out above is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, and our financial targets and objectives have been developed based upon assumptions with respect to future business decisions and conditions that are subject to change. As a result, our actual results may vary from the financial targets and objectives set out above, and those variations may be material. We do not undertake to publish revised financial targets and objectives to reflect events or circumstances existing or arising after the date of the Offering Memorandum or to reflect the occurrence of unanticipated events or circumstances. See "Cautionary Statement Relating to the Outlook and Certain Financial Targets" and "Key Assumptions Underlying the Outlook and Certain Financial Targets" below for further information.

The foregoing are forward looking statements. See "*Forward-Looking Statements.*"

Key Assumptions Underlying the Outlook and Certain Financial Targets

The targets have been prepared on the basis of a series of hypotheses and assumptions, which are prepared by our management based on their knowledge, experience and the most recent data available, but most of which are outside the scope of our control.

The main assumptions used in the targets set out above are as follows:

- *Air travel market recovery.* Our business plan assumes a recovery of the air travel market to pre-COVID-19 pandemic levels only in fiscal years 2024 and 2025. We believe this provides a sufficient buffer for recovery.
- *Our market share in the European air travel market.* We have assumed reaching a market share of 6.3% in the European air travel market by the end of fiscal year 2025 (compared to a market share of 5.5% as of September 30, 2021), which we believe is supported by a reasonable implied household penetration (4.4% of households and 3.3% of people traveling for tourism) compared to other subscription-based models such as Netflix, Amazon and Spotify.
- *Prime ARPU*. We have a Prime ARPU of approximately €80 over the period through the end of fiscal year 2025.
- *Prime Booking repeat rate*. We have assumed a greater number of repeat Bookings by Prime through lower cost acquisition channels, based on our current experience that Prime members tend to do give us a larger share of their travel wallet than non-Prime members and typically do so through lower cost channels of acquisitions (e.g. our websites or mobile applications), thereby driving down the customer acquisition cost and resulting in overall lower Variable Costs for repeat Prime Bookings.
- *Return on Investment.* We have assumed a higher Return on Investment for Prime members as we expect that the need to invest in customer acquisition costs and further discounts to gain and retain Prime members will dissipate over time.
- *Enabling platform growth.* We have assumed being able hiring an additional 550 employees focused on software development to support the growth of our Prime platform.

Cautionary Statement Relating to the Outlook and Certain Financial Targets

The targets presented herein are based on the business plan prepared by our management, which includes, among other parameters, targets of economic indicators and consolidated results of the eDreams ODIGEO. In preparing this business plan, we have considered the strategic priorities defined by our Board of Directors and also the expected economic, market and regulatory conditions for the upcoming years. The development of the business plan required a high level of involvement of our management and it is the result of a process of prospective simulation of economic, proprietary and financial conditions and, in particular, the transformation of our business model from a transactional business model to a subscription based business model through the roll-out of Prime.

The targets, in the view of our management, were prepared on a reasonable basis, reflecting the best estimates and judgments available to our management at the time, and present, to the best of our management's knowledge and belief, the expected course of action and the expected future financial performance of our business as of the date they were prepared. However, the targets are not facts and should not be relied upon as being necessarily indicative of future results.

The targets include estimates of indicators used to measure the results of our activity. We have considered the effects of the recovery of the travel industry post COVID-19 and the impact of the transformation of our business model to a subscription based model; as a result, the targets are not directly comparable to the financial situation and results of our operations for the past periods.

The targets are by their nature uncertain, as they are based on assumptions related largely to future events and actions that our management intends to undertake if such assumptions materialize. We understand that the expectations reflected in the business plan are reasonable although they depend on future and uncertain factors, many of which are beyond our control, such as the continued impact of the COVID-19 pandemic. Due to these factors, the targets are not a guarantee of future results and we are not responsible for the deviations that may occur in the cases provided or the performance of the assumptions taken to illustrate the target. We do not intend to continue to publicly disclose these targets or any adjustments thereto resulting from such review and revision or otherwise, except as required by applicable law.

None of our independent auditors, nor any other independent accountants, compiled, examined or performed any procedures with respect to the targets, nor have they expressed any opinion or any other form of assurance on the targets or their achievability, and such parties assume no responsibility for, and disclaim any association with, the targets. Our business is subject to various risks and uncertainties described in the "Risk Factors" section of this Offering Memorandum; such uncertainties may cause substantial deviations in the targets and also may result in new risks, not included in the targets, which could have a significant effect on our future development and results of operations.

The targets, while presented with numerical specificity, necessarily reflect numerous estimates and assumptions made by us with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to our businesses, all of which are difficult or impossible to predict and many of which are beyond our control. The targets reflect subjective judgement in many respects and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and business, economic, regulatory, financial and other developments. As such, the targets constitute forward-looking information and are subject to risks and uncertainties that could cause actual results to differ materially from the results targeted, including, but not limited to, our performance, industry performance, general business and economic conditions, the COVID-19 pandemic, customer requirements, competition, adverse changes in applicable laws, regulations or rules, and the various risks set forth in this Offering Memorandum. See "Forward-Looking Statements."

The targets are in respect of the fiscal years 2022-2025 period. The targets are not in respect of any interim period of any such year or any period after the end of our fiscal year 2025. Actual results may vary significantly from the targets during any interim period of any year due to seasonality in our business, the transformation of our business model or otherwise. The targets are dependent upon regulatory stability and certain other assumptions as described below. None of us, the Board of Directors, the Managers or our or their respective affiliates, advisors, officers, directors or representatives can give any assurance that the targets will be realized or that actual results will not vary significantly from the targets. The targets cover multiple years and therefore by their nature become less reliable with each successive year.

In addition, the targets reflect assumptions of our management as of the time that they were prepared as to certain business decisions that were and are subject to change. The targets also may be affected by our ability to achieve strategic goals, objectives and targets over the applicable periods. The targets cannot therefore be considered a guarantee of future operating or financial results, and the information should not be relied on as such. The inclusion of the targets should not be regarded as an indication that we, the Board of Directors or any of our advisors or representatives or anyone who received this information then considered, or now considers, them a reliable prediction of future events, and should not be relied upon as such. None of us, the Board of Directors, the Managers or any of our or their respective advisors or representatives or any of our or their respective affiliates assumes any responsibility for the validity, accuracy or completeness of the financial targets included herein.

The targets do not take into account any circumstances or events occurring after the date they were prepared. None of us, the Board of Directors, the Managers, or our or their respective affiliates, advisors, officers, directors or representatives intends to, and each of them disclaims any obligation to, update, revise or correct the targets, except as otherwise required by law, including if the targets are or become inaccurate (even in the short term).

The inclusion in this Offering Memorandum of the targets should not be deemed an admission or representation by us, the Board of Directors, the Managers or our or their respective affiliates that such information is viewed by us, the Board of Directors, the Managers or our or their respective affiliates as material information of ours. Such information should be evaluated, if at all, in conjunction with the historical financial statements, pro forma financial information and other information regarding eDreams ODIGEO contained in this Offering Memorandum.

None of us, the Board of Directors, the Managers or our or their respective affiliates, advisors, officers, directors or representatives has made or makes any representation to any prospective investor or other person regarding our ultimate performance compared to the information contained in the targets or that the targets will be achieved.

In light of the foregoing factors and the uncertainties inherent in the information provided above, investors are cautioned not to place undue reliance on the targets.

Our Strengths

We believe that our key competitive strengths include the following.

We are an innovation leader in the travel industry with our travel subscription program, Prime

Online travel has traditionally been transaction-based, which has meant that there is limited loyalty and customers need to be re-acquired as they search and compare alternatives before every trip, with a focus on price. We believe our travel subscription program, Prime, can break this pattern and create a virtuous cycle with the potential to deliver increased revenue sustainability and predictability. A customer finding attractive prices on our platform and subscribing to Prime creates an opportunity to increase such customer's satisfaction and to gain his trust. We believe this enables us to obtain repeat customers at a lower acquisition cost, resulting in lower marketing spend which allows us to decrease prices further for flights as well as for other travel products. The additional profit that we expect to derive from repeat customers, together with the benefit of reduced marketing expenses, will allow us to lower prices for other potential and current customers.

Prime represents a compelling value proposition for customers. Prime enables us to diversify away from an entirely transactional client relationship and expands the relationship and gives us numerous opportunities to engage with the customer from choice prior to booking to feedback on return. In addition to being able to purchase flights at our lowest prices, our Prime customers can also purchase Dynamic Packages and hotel bookings that offer better prices than those of our main competitors. Throughout the process, Prime customers also receive superior customer service, including priority access to a 24/7 priority customer service, access to exclusive Prime offers and additional discounts on other products and services. This value proposition resulted in increased customer satisfaction for Prime customers, as demonstrated by the indexed Net Promoter Scores (NPS) of 13, 24 and 38 for non-Prime customers, new Prime customers and repeat Prime customers, respectively, with 91% of our repeat Prime customers score us a 7 to 10 in NPS, based on an independent NPS survey performed by Ipsos across Spain, France, Italy, Germany and the United Kingdom.

We believe the success of Prime will be driven by three key factors. Firstly, the shift in our customers' behavior from searching for and purchasing travel products and services on a transactional basis to joining the Prime subscription program and granting us a greater share of their travel wallet, which we expect to generate a win-win loyalty relationship with our customers as a result of the virtuous cycle described above. Secondly, a stable revenue from Prime members which we partially re-invest in additional discounts for Prime members and which we expect to result in an increase in the volume of Prime Bookings and our Cash Revenue Margin because we can offer our Prime members products and services at more competitive prices. Thirdly, our best-in-class technology platform, which is the second biggest flight retailing platform in the world by revenue (according to 2020 data published by Expedia and Trip.com) and provides a wide range of content and a large selection of flight options which allows us to offer cheaper alternatives to our customers.

We believe Prime brings multiple benefits to us, including more predictable and stable fixed revenue stream, the potential to increase share of the wallet of the customer, reduced marketing costs, and valuable customer insight due to higher repeat business. Assuming Prime members renew their subscriptions, we expect the Prime model to drive an increasing Lifetime Value for Prime members over time as our Cash Marginal Profit Margin increases as a result of a decrease in Variable Costs (approximately half of which acquisition costs) of approximately 30% after the first year of Prime membership. The Prime membership fees, the higher rate of repeat Prime Bookings and the decrease in Variable Costs over time generally result in a higher Lifetime Value for Prime members compared to non-Prime customers. Therefore, we believe that our initial Prime customer acquisition expenditures are highly accretive expenditures supporting the acceleration of Prime and expected to generate a significant return on investment over the long-run. Prime already accounts for approximately 40% of our flight bookings as of September 30, 2021, and has already successfully been rolled out in all of our Top 6 markets. As of November 11, 2021, we had more than 1.9 million Prime members.

We believe Prime is not easily replicable by our competitors and therefore gives us a significant competitive advantage in the online travel industry.

Over the past four and a half years we have successfully developed and tested our subscription offering, Prime, across all our key markets to develop a market-leading, differentiated, exclusive proposition for our customers. Creating a subscription model within the online travel industry involves a lengthy development process and requires a holistic company transformation that takes years to accomplish, including changing the customer acquisition methodology, pricing, product design, payment systems (from transactional to recurrent payments), customer support, data and business intelligence (from transactional to customer focused). This transformation also requires a material financial investment. The numerous challenges of creating a subscription model within the online travel industry explain why, to date, only one of our competitors has launched a subscription offer in a single country and for a single product, hotels, and requires a high uptake for its subscription value to be realized. Prime has been successful in all the markets where it has been launched, driving up customer acquisition, customer satisfaction and long term customer value. We therefore believe that Prime gives us a significant competitive advantage in the online travel industry.

Large, fragmented market with attractive long-term secular growth trends

We believe we operate in a market with strong fundamentals and attractive characteristics. According to Phocuswright, worldwide travel market size has reached €1.3 trillion in 2019. Despite the challenges to travel over the past two years caused by the COVID-19 pandemic and ensuing lock-downs and travel restrictions, we believe that the travel market has good future prospects and we are a scale player in its most attractive segment: leisure online travel. Online leisure travel is the largest eCommerce category, estimated to be 2.2 times the size of apparel (which is the next largest e-commerce segment) in 2019, based on Statista data.

According to Phocuswright data, the European online travel market reached €157 billion in 2019. While a significant portion of spending in travel is still spent offline, the shift to online customers and the COVID-19 pandemic has accelerated this trend, based on the most recent data from Phocuswright in the Europe Travel Market Report 2020-2024, the online travel penetration advanced three percentage points in 2020, to 59%. We believe our focus area, the leisure segment, has not been structurally affected by the COVID-19 pandemic in the way that business travel has been. While business travel has been partly replaced by video conferencing, there is no such replacement for the leisure travel experience. Furthermore, we have seen that as restrictions are eased, leisure travel has started to resume. For example, in 2021 leisure travel has experienced a faster recovery than business travel. Also, external studies expect the tendency to continue for following years. According to Phocuswright, the estimated European travel market size for 2021 is €200 billion and is expected to increase to €291 billion in 2024, with a compound annual growth rate of 13%.

The key drivers for the online market growth include:

- general improvements in macro-economic conditions across Europe and worldwide, and increases in air travel passenger numbers, which increased at an average rate of 2.0 times global GDP (as measured by the World Bank in constant U.S. dollars) growth between 2009 and 2019; furthermore, this rate has further increased to an average of 2.1 times global GDP between 2014 and 2019;
- increasing online travel penetration in all geographies, with online travel penetration in Europe expected to increase from 52% in 2019 to 60% in 2024 (according to Phocuswright);

- increasing bookings through mobile devices in Europe (according to Phocuswright), a trend on which we seek to capitalize as the amount of mobile bookings relative to our total bookings exceeds the industry average, with 56% of our flight Bookings done via mobile devices in the year ended March 31, 2021, compared to 44% on average in the year ended March 31, 2020;
- growing share of OTAs with global scale driven by their ability to offer customers value added services including a larger inventory, more attractive prices (due to greater ability to receive favorable terms from suppliers), ability to create customary solutions (such as multi-leg journeys with different airlines), ability to offer complex products (such as Dynamic Packages) and greater scope to invest to improve customer service and product offerings. According to Phocuswright, 70% of the total OTA European gross bookings in 2020 were generated by the key global OTAs (Booking Holdings, Expedia and eDreams ODIGEO).

In addition, unlike other mature markets, such as the United States, the European flight market is characterized by a large number of airlines and a higher percentage of international travel. Few airlines have sufficient network density and brand recognition across all European countries, and so are more in need of distribution partners outside their home markets; in 2021, the top four airlines in Europe (out of 203 airlines) had a combined market share of 30% whereas the top four airlines in the United States (out of 64 airlines) had a combined market share of 81%.

By helping consumers navigate this complexity, online travel distributors add value for airlines (by providing greater access to consumers outside of their home markets), GDS and aggregators (by providing access to consumers) and to consumers (by enabling more convenient access to broader attractively priced inventory than would otherwise be available), and this allows us to earn, in most of our transactions, commissions or fees both from the supplier and consumer of the flight products we distribute. We believe that having developed technology and a business designed to manage the complexity and fragmentation of the European flight market provides us with a strong base for expansion to other markets.

Leading player in the online leisure flight sector and a category leader with unrivalled scale and strong brand recognition in Europe

We are a leading player in the online distribution of airline passenger flights, which represents the largest segment within online travel, with 3.5% of the total online travel bookings in Europe in 2020, according to Phocuswright and Company data. We have a global footprint with operations in 45 countries with a particularly strong presence in Europe. As of December 31, 2020, based on Phocuswright, OTAs annual reports and Company data, we were the number one online flight retailer in Europe and the number two online flight retailer in the world.

We have an extensive flight inventory that allows us to offer customers customized itineraries for flights anywhere in the world often with multiple airlines, routes and multi-leg journey options at attractive prices. We offer our customers greater choice, with 3 times more direct flight options per day per route compared to airline platforms. Also, as a result of our extensive itineraries, we are able to offer more convenience and better fares per route. In addition, as of September 30, 2021, we provided customers with the option to book tickets for flights, including from full service-carriers and low-cost carriers, on 662 airlines worldwide. Based on Phocuswright, OTAs annual reports and Company data, we estimate that we are the number one provider of flights in Europe, demonstrated in our ability to generate 2.3 times more European flight revenue (approximately €136 million) than the second largest provider of flights in Europe, eTraveli (approximately €60 million), as of December, 30, 2020.

Our global scale and category leadership reinforces our strong brand recognition and high levels of incoming traffic. We reached approximately 1.9 billion monthly searches on our OTA websites (including users and third-party metasearch) and served more than 17 million customers in the year ended March 31, 2019 (before the COVID-19 pandemic). In Europe, we have a 37% market share among OTAs and 3.5% of air travel as at December 31, 2020. Over the course of the COVID-19 pandemic, our market share for flight products has increased by approximately 6 percentage points, with the number of flight Bookings per month now exceeding the pre-COVID-19 pandemic level. As of October 2021, we reached approximately 62 million average searches per day. We believe that our main brands (eDreams, Opodo, GoVoyages, Travellink, and Liligo) rank consistently among the most searched and highest rated online flight travel brands in Europe and worldwide (based on search engine recognition metrics and traffic generation). Our powerful brand recognition attracts a high volume of “free traffic” to our websites, which delivers stronger margins for us as the customer acquisition costs are lower. In addition, our multi-brand

approach provides us with multiple avenues for customer acquisition and greater presence for searches conducted by customers on search engines or metasearch operators.

We believe that our scale and focus on flight mediation services, together with our ability to direct business towards different trading partners, allow us to negotiate favorable economic terms with, and grant us good access to inventory from, our travel suppliers, non-travel suppliers and other distribution channels. Furthermore, based on the volume we deliver to our suppliers, we have been able to significantly increase the number of airline partners on our platform, generating an additional source of revenue through commissions paid depending on targets achieved. Efficiencies of scale and resource utilization enable us to fund larger marketing and technology investments, including Prime, that are beneficial to us as we seek to maintain our global leadership and unrivalled scale within Europe. In this regard, we have optimized our cost base by reducing release times (duration from development to deploying live) by 5% since the beginning of this year compared to last year. Our market leadership, as further strengthened by Prime, gives us a competitive advantage over other OTAs in Europe and allows us to have a superior scale in supply, demand, technology infrastructure and skills and customer service.

Scalable state-of-the-art technology platform and strong proprietary travel intermediation engine

We operate a centralized technology platform with highly efficient processes, focused around the integration of traffic acquisition, inventory sourcing, product customization, dynamic pricing, inventory management, booking, accounting/reporting, collection and payment. This advanced technology platform allows us to efficiently offer a wide variety of proprietary services and products. Our technology platform also allows us to dynamically price offers, combine competitively priced services and fares across travel providers. This allows us to create unique fare combinations and lower overall all-in prices to customers, which is important to attract more customers. In addition, this technology enables customers to access and book our flight and non-flight product offering through a variety of means, including through one of our 274 websites and mobile applications with effective and easy-to-use interfaces. Furthermore, these interfaces allow us to process a significant number of transactions with a high level of automation, thereby reducing the average cost per transaction.

In recent years, we completed the development of our One Platform, which is our common booking and inventory platform for all our brands across all our markets. This centralized platform allows us to quickly leverage product developments across all markets in which we are active, effectively reducing development lead time and improving time to market. It is also data and AI powered and we are increasingly leveraging machine learning technologies to improve the customer experience and performance. For example, our platform is able to make approximately 452 million online AI predictions per day.

In terms of travel content, our unique breadth of integrations combined with our strong provider relations helps us aggregate, combine, search and book a wide array of travel choices. The platform is also capable of sourcing non-flight content to show alternative modes of transportation.

In terms of future development, we continue to focus on the optimization and enhancement of our One Platform and other technology. We have a large in-house development capability that is allowing us to dynamically and gradually build, test, release and measure new features.

Largely build upon automation, our strong technology platform enables us to offer a wide variety of proprietary services, including through supplier connectivity, Direct Connect technology, and dedicated hosting solutions for other travel suppliers and white label distribution partners. Our technology platform allows us to scale our search capabilities in line with demand and market trends. Between September 15, 2021 and October 15, 2021, more than 1.8 billion customer searches were performed through our websites and we performed up to 351 million supplier searches per day, including through proprietary applications that perform real-time “crawling” of a variety of databases, which enables us to dynamically price flight tickets, combine competitively priced services and combine fares. This allows us to create attractive fare combinations and lower overall all-in prices to customers, which is important to attract more customers. Our technology enables customers to access and book our flight and non-flight mediation services offering through a variety of means, including through our websites and mobile applications with effective and easy-to-use interfaces. We believe that most of our competitors do not have the breadth of flight and non-flight mediation services that we are able to offer as a result of our technology, and that our scale is unmatched within Europe.

We believe that our scalable and innovative technology platform enables us to sustain our plans for future growth and that the physical infrastructure and processes of our platform are capable of being adapted

and extended rapidly to address new business opportunities. In particular, our proprietary technology has supported, and we expect will continue to support, our international expansion strategy. Also, the implementation of our new product and technology development program allowed us to release over 7,800 new features in the year ended March 31, 2021.

Strong technology and scale provide a large and attractive data set used for business intelligence and revenue management, and coupled with our strong Artificial Intelligence capabilities this provides us with a distinct competitive advantage.

Our technology combined with our high levels of incoming traffic provide us with a large and attractive data set used for business intelligence, revenue management and costs optimization.

Our technology allows us to test the offers available on our websites on an ongoing basis, which tests involve a number of variables such as price, availability and inventory combinations from different suppliers. We estimate that our technology is able to carry out approximately 5,480 tests simultaneously on our websites. In addition, our technology enables us to dynamically set our service fees in a sophisticated and adaptable manner, with an estimated average of 3.5 billion pricing elements reviewed per hour. The all-in price is the key decision factor for travelers when making a travel booking, particularly a flight, and through the continued enhancement of our sophisticated algorithm-driven platforms and data-mining software, which are part of our One Platform, we believe we are able to maintain our pricing advantage in offering low overall itinerary costs to customers. We operate dynamic pricing for each of our products in order to maximize our Revenue Margin so that we can set optimum service fees and benefit from higher margin generation. We have invested significant technological resources in the past to refine the service fees we can charge to customers in each transaction, by measuring and adjusting our offer to each customer's perceived price elasticity. We have similarly developed strong technology components geared at optimizing our margins for our services distributed through metasearch companies and other online distribution partners. We continue investing in such margin maximization technology to maintain our innovative edge.

Our strong technology platform, volume of data and scale are competitive strengths enabling us to benefit from machine-based learning across all dimensions of our business. Our innovative technology platform is able to leverage big data and to support the scalability of our operations, ultimately creating an attractive product whilst increasing predictability and performance. In particular, our team of machine-based learning data scientists have strengthened our ability to provide a personalized service to our customers by presenting them the most relevant and tailored offers. This has resulted in an increased number of customers making a booking through our websites.

Our technology also provides us with instantaneous detailed data on customer acquisition costs for each single Booking, helping us to optimize the cost of customer acquisition across various channels, including search engines, metasearch and mobile among others. The success of our channel optimization capabilities is reflected in our ability to reduce our Acquisition Costs per Booking Index, which for the six months ended September 30, 2021 decreased by 6 percentage points compared to our Acquisitions Cost per Booking Index for the six months ended September 30, 2019.

Furthermore, we gather a large data set on customer preferences through the use of our CRM system which enables us to gather information about customers who have made enquiries or booked with us before, such as customer segmentation and information regarding the likes and dislikes of our customers. We have approximately 50 million customers to whom we send around 90 million emails, 850,000 SMS and 1 million push notifications monthly. In the year ended March 31, 2021, all of our customers received personalized content, and CRM bookings since April 1, 2021, increased by 39%.

We have proven Artificial Intelligence (AI) capabilities and have developed solutions which make decisions in real time, that learn and develop through reinforcement learning, and that integrate into our products. We deploy AI at scale across most business functions and our readily accessible and increasingly automated big data and machine learning capabilities have facilitated the integration of predictive machine learning business outcomes. Our product development teams have the platforms, technologies and people expertise to simplify and speed up the delivery of value and to deploy and evolve machine learning powered solutions at scale. This enables us to personalize our propositions to our customers in real time, resulting in an increased number of customers making a booking through our websites, as demonstrated by the positive effect our personalized sort order technology has had on the number of click-throughs on the search results page. For example, based on an individual customer's behavior on our websites we are able to propose individual products and/or services that are far more

likely to meet the individual customer's needs than traditional groupings of customers into cohorts or segments. We believe coupling this technology with Prime provides a real competitive advantage.

Increasingly diversified revenue streams with track record of profitable growth

We believe that our focus on revenue stream diversification makes us competitive among online travel companies and improves the resilience of our operations. While we continue to focus on Classic Customer Revenues such as service fees (which is the total difference between the price at which we source a product and sell that product to a customer, which difference includes, among other components, any markup to the price at which we source a product and fees that we charge customers in connection with a Booking) as an important source of revenue, we have invested in technology to diversify our sources of revenue for each user and Booking, which are various and include:

- Classic customer revenues earned through flight service fees, Prime subscription fees, cancellation and modification fees, tax refunds and mobile application revenues ("Classic Customer Revenues").
- Classic supplier revenues, which are linked to the volume of Bookings mediated by us and are earned through GDS incentives for Bookings mediated by us through GDSs and incentives from payment service providers ("Classic Supplier Revenues").
- Diversification revenues, earned through our offering of vacation products (including car rentals, hotels and Dynamic Packages), flight related ancillaries, travel insurance, as well as certain commissions, over-commissions and incentives directly received from airlines ("Diversification Revenues").
- Advertising and metasearch revenues earned through ancillary sources, such as advertising on our websites and revenues from our metasearch activities, including (i) cost-per-search arrangements, including fees earned for users browsing on our metasearch websites and "clicking out" to a third party's website through links on our metasearch websites, and (ii) cost-per-action arrangements, including fees earned for users "clicking out" to a third party's website through links on our metasearch websites and booking a product on such third party's website ("Advertising and Metasearch Revenues").

As part of our strategy and the rollout of the Prime subscription program, we have been increasingly focused on revenue diversification initiatives. For the six months ended September 30, 2021, the contribution of Diversification Revenues to our Revenue Margin was 70.4%, compared to 50% for the six months ended September 30, 2019, representing a 10% year-on-year growth. We believe that our revenue diversification strategy continues to have a positive impact on our business, with growth in Diversification Revenue driving our profitability as a result of the higher Revenue Margin contribution of flight related ancillaries and non-flight products. We are therefore less dependent on Classic Supplier Revenues, which we believe is a competitive advantage given that most of our competitors do not have the required know-how or have not invested in the multiplication of revenue sources in recent years.

A resilient business model with highly cash-flow generative operations and prudent capital structure

We have a track record of strong free cash flow generation. Prior to the COVID-19 pandemic we operated with strong profitability relative to most online travel companies and compared to other European-headquartered eCommerce companies, as measured by Adjusted EBITDA Margin, largely due to our scale, our technology infrastructure and successful customer acquisition strategies. Our strong profitability and cash flow generation has been supported by a flexible business model characterized by a high degree of variable costs (84% of total costs for the year ended March 31, 2020). It has been further strengthened by the successful implementation of our management team's recent strategic initiatives and the rollout of our Prime subscription program. Our business model proves to be resilient in periods with disrupted or low levels of trading activity, including during the COVID-19 pandemic, principally because a significant share of our total costs are variable costs which move in line with trading levels, we have a relatively small fixed cost base. Before the COVID-19 pandemic we experienced a Cash EBITDA margin of 23% and 23% in the years ended March 31, 2019 and 2020, respectively. For the year ended March 31, 2021 and the six months ended September 30, 2021, the Adjusted EBITDA Margin is not meaningful as a result of the decline in trading levels during the COVID-19 pandemic.

We are focused on maintaining a prudent capital structure and we strive to operate the business at an optimal level. We have demonstrated successful deleveraging prior to the COVID-19 pandemic, where our business has delivered a 2.3x Net Debt / Cash EBITDA ratio in the year ended March 31, 2019, down from a 3.4x Net Debt / Cash EBITDA ratio in the year ended March 31, 2016.

Strong, experienced management team with proven track record

Our strong and committed management team has significant leadership experience with diverse industry expertise and demonstrated track record, which provides us with deep know-how and a strong basis to transform innovative ideas into technological products to be offered through our platform across markets and a superior visibility of market trends. Since his appointment in 2015, Dana Dunne, our CEO, has reshaped the entire organization, establishing a leaner management team, driven a new product strategy and implemented a number of operational measures that have driven growth and strengthened eDreams ODIGEO's business model and introduced the Prime subscription program, which is an innovative subscription program in the travel industry. These initiatives have significantly improved our product mix focusing on lower-cost channels and customer retention, resulted in a more stable fixed revenue stream, increased the number of repeat Bookings, increased focus on mobile, enhanced end-to-end customer experience, significantly improved our sales approach and established a focus on profitability and capital allocation thereby enhancing our competitive positioning and financial profile.

As a result of these strategic and operational initiatives, we believe we have improved our market share, profitability and cash flow generation. In particular we delivered solid results in the years ended March 31, 2018, 2019 and 2020 reporting growth in Bookings, Revenue Margin and Adjusted EBITDA at or above guidance.

Dana Dunne has vast experience in managing large, complex multinational companies and teams, strong operational and analytical skills, and broad industry experience gained through positions at McKinsey, as chief executive officer of AOL Europe and as chief commercial officer at EasyJet. David Elízaga, the Chief Financial Officer, brings complementary functional knowledge and significant capital markets experience with over €3.6 billion raised in several debt and equity market transactions including the initial public offering of Codere S.A. The Chief Executive Officer and Chief Financial Officer are supported by a broad base of experienced senior managers and skilled personnel with expertise across multiple disciplines and geographies, particularly our information technology and systems, marketing, pricing, retail, finance and supplier relations professionals and country directors.

Our Strategy

Building on our strengths discussed above, we plan to evolve our business model to a subscription business that is focused on travel along the following pillars to optimize near-term performance and to accelerate our growth trajectory in the medium-term while maintaining focus on profitability, cash flow and prudent cash and a prudent capital structure.

Through our Prime subscription program, we seek to create an attractive one-stop platform and develop long term relationships with customers.

We believe that our Prime subscription program will allow us to cultivate a much deeper relationship with our customers. Our vision for Prime is for it to be the most innovative and best travel subscription program, covering all its members' travel needs. We believe that we have developed an innovative business model within travel that provides an attractive proposition for both our customers and us. Prime has evolved significantly over the past few years and since its launch in 2017 we have made significant progress in developing the content of Prime to make it a one-stop shop for our customers for their travel needs. While the original Prime subscription was focused on giving customers savings on flights, this now has been extended to other key parts of the travel journey, such as hotels, and we aim to add others in the short and medium term. Simultaneously, the offer has expanded into more markets such as the U.K. and U.S. from a strong base in markets where we are outright market leaders such as Spain, France and Italy. We intend to continue to expand Prime geographically and product wise, thereby gaining a greater share of our customers' entire travel wallet. The worldwide travel market size has reached €1.3 trillion in 2019, and we believe that Prime is a great way to capture a much larger portion of that market.

We aspire to be the largest travel subscription in the world. As an initial step towards that goal, we aim to have approximately 7.25 million Prime members by March 31, 2025 (subject to the assumptions and cautionary statements described in the section "—Outlook and Certain Financial Targets") and therefore expect that Prime will become our main engine of growth. The fact that as of October 2021, 60% of our Prime members are new customers demonstrates our ability to capture new customers through our Prime subscription program. We believe that as we acquire the loyalty of our customers, our customer base will be de-risked, and our Prime subscription program will change our business profile by creating higher long term value of our customers and we expect our Prime subscription model to provide more revenue predictability and sustainability.

We seek to increase consumer adoption and customer loyalty. In the year ended March 31, 2019 (before the COVID-19 pandemic), we served 17 million customers on our platform and we plan to continue to increase our customer reach globally. In addition, we believe that Prime will encourage customers to visit our platform more frequently and for more of their travel needs than was the case under our previous transaction-based model.

Over the coming years, we intend to continue promoting Prime and encouraging transaction customers to convert to Prime and become relationship customers. In the period 2019 to 2021, we had 18.0 million non-Prime flight transaction customers, presenting a significant conversion opportunity as we expect to re-engage with these as travel restrictions get lifted and introduce those customers to our Prime subscription program. With over 515 million people, 225 million households, and 95% addressable market share in the flight market, Europe is the third largest travel market according to Phocuswright. While we currently have 37% of the flight OTA market share in Europe according to Phocuswright and Company data, we will seek to increase our market share by encouraging repeat customers and promoting Prime.

Our Prime subscription program has generally been successful in the markets in which it has been rolled out to date, and we plan to continue to expand our presence and roll out Prime in our Rest of the World markets, particularly in the United States. The United States is the world's largest travel market with over 330 million people and we believe that expanding in the United States will allow us to significantly increase our customer base, Prime membership, revenue and market share outside of our Top 6 markets. From May to July 2021, our Prime subscription rate in the United States is 4% higher than that of the Top 6 markets. From 2019 to the second quarter of the year ended March 31, 2022, our number of Bookings in the United States has grown 250% and our market share in the United States quadrupled.

We also plan to grow our Prime membership acquisition in other product categories. Currently, we acquire customers that are attracted by the flight proposition in flight channels of acquisition and we then cross-sell other travel products. In the future, we plan to acquire Prime members with a variety of other travel products and services. We expect this new approach will significantly expand our target market.

We believe that Prime creates shareholder value in a variety of ways. In addition to encouraging and increasing customer loyalty, Prime is a tool that drives more customer acquisitions and allows for a better return on our marketing spend. Prime customers tend to have a higher Lifetime Value, which on average is 2.5 times higher than the Lifetime Value of a non-Prime customer. Prime customers are also more engaged, make more return visits and generate more repeat Bookings than non-Prime customers. Customers that have subscriptions with us spend a higher percentage of their travel budget with us as they run more searches and the searches convert better than the searches of transactional customers. To date, a Prime member makes on average 1.4 times more return visits to our websites or applications than a non-Prime customer, have a conversion rate 2.0 times higher than a non-Prime customer, leading to Prime members making 2.7 times more repeat Bookings in the initial year of their Prime membership, and 2.9 times more in the second year of their Prime membership.

Subscription models outside of the travel industry, such as Amazon, Netflix, Spotify and Costco, have proven to be successful. According to the Zuora subscription economy index, the subscription economy has grown nearly six times over the last nine years, with a growth rate that is five to eight times faster than traditional business models. Within the travel industry, we have proven the success of a subscription model through a four year trajectory across different markets. We have demonstrated an accelerating growth even during the COVID-19 pandemic which limited travel opportunities for customers.

Optimizing our traffic source by reassessing the channel mix, focusing on lower-cost channels and customer retention

We intend to continue to optimize our different marketing and distribution channels, including online and offline channels, comprising search engines, metasearch, direct traffic and CRM, as well as white label distribution and XML arrangements and business-to-business for offline players.

In recent years, our expenditures to maintain our brands' value have been steadily increasing due to a variety of factors, including increased competition from OTAs and changes to search algorithms. Search algorithms determine the placement and display of results of a consumer's search and affect our ability to generate traffic to our websites.

We intend to further strengthen our relationship with customers, in particular through strong delivery services by ensuring that customer needs are met online, and when not, rapid offline resolution is provided. We will also continue investing in our technology components geared at optimizing our margins

for our services distributed through metasearch companies and other online distribution partners. Furthermore, we seek to enhance the recognition of our brands, websites and applications through increased efforts in online advertising. In addition, we plan to further develop the CRM channel through a new platform. We believe CRM gives us the tools to properly communicate and service our customers and secure future business through increased conversion of our traffic and repeat purchases, while incurring limited additional costs.

By reassessing our traffic channel mix, focusing on lower-cost channels and customer retention, we seek to maintain our current strong levels of traffic and to further optimize our traffic source. We believe our Prime subscription program will enable us to accelerate the optimization of our traffic channel mix as we seek to convert transactional customers and first time Prime customers into repeat Prime customers who tend to access our platform directly through the lower-cost channels such as our websites or mobile applications.

Increasing our focus on mobile bookings

Over the past few years, mobile devices, including smartphones and tablets, have become an increasingly important channel for customers to search for travel information and make travel bookings. This trend was strengthened during the pandemic and we expect this trend to continue. According to the European Travel Market Report 2020-2024 (Phocuswright, March 2021), 29% of bookings were made via mobile in Europe in 2018 and it is estimated that 44% of bookings will be made via mobile in 2024. We believe that we are a leader in mobile innovation in the online travel industry, demonstrated by the fact that approximately 56% of our total Bookings in the year ended March 31, 2021 were done through our mobile platforms, which is 19 percentage points above the European Industry average, according to the European Travel Market Report 2020-2024 (Phocuswright, March 2021). Mobile has always been a strategic priority and we continue to focus on our mobile platforms. The shift to online and specifically mobile was accelerated by the COVID-19 pandemic and our continue focus on mobile leaves us in a strong position to capture future demand.

We try to deeply understand our customers and strive to align our strategy with their needs. With every new feature we release on our platforms we aim to improve our users' experience throughout all channels, touchpoints and at each stage of their trip and we cater to their needs through our industry leading mobile offering. Amongst many other improvements, we have built out an unrivaled digital service offering for our customers allowing them self-service themselves through on our mobile platforms driving higher customer satisfaction levels. We have also improved the overall booking experience, adding new features throughout the funnel to support our customers to plan and book their trip and we are leveraging our industry leading AI capabilities to continue to personalize the customer journeys on our platforms. We will continue expanding and deepening our product offerings and services along all stages of their trip.

Increasing our engagement and relationship with our customers through enhanced end-to-end customer experience using our cutting edge transportation platform

Our goal is to create a leading cutting edge transportation platform that combines superior content, best in class user experience, and the highest value extraction. We are improving the quality of the content by building a content agnostic platform that will facilitate content from many providers. We believe that, in addition to our competitive all-in prices, effective and simple customer interaction with our sites, as well as strong pre-booking and after-booking customer services are key to increasing our engagement with our customers. For example, in the year ended March 31, 2021 we have improved the content customers can access by entering into a strategic partnership with Travelport which allows us to offer more travel routes to customers, even more competitive prices, and increased flexibility and choice. We also incorporated AI into our cache and removed legacy complexities.

This in turn should increase the attractiveness of our brands, reduce our customer acquisition costs and improve our overall profitability through increases in traffic, improved cross-selling opportunities and repeat purchases.

Consumers are becoming increasingly experienced users of the Internet and mobile applications, leading to more "do-it-yourself" searches where the consumer compares various travel options on his or her own. As a result, consumers have become more experienced and sensitive to fee differences. To address this change in consumer behavior and to optimize near-term performance, we intend to continue strengthening customer retention by continuing to improve service delivery and enhance customer experience across the end-to-end customer journey. We seek to enhance the customer experience

through simplifying the user interface, unifying the experience across sites and enhancing our websites' performance. We seek to ensure customer needs are adequately met online, and when not, that rapid offline resolution is provided.

By retaining and further enhancing end-to-end customer experience and improving retention with a focus on customer service, we seek to increase our customer traffic conversion. We believe that a relatively small increase in customer traffic conversion can have a significant positive effect on net revenue. One way in which we have improved our customer traffic conversion in recent years is through significantly reducing the page load time on several of our websites, leading to reduced bounce rates and thereby improving overall conversion. Based on ITunes App Store and Trust pilot score ratings, our mobile app and websites offer an excellent customer experience and we provide our customers with a market-leading customer service.

Furthermore, we plan to continue our focus on offering value-add mediation services to our customers, with an increased focus on innovative product offerings in the medium-term, to attract additional users. We expect that further enhancements to the flexibility of our product offering, while providing a superior buying experience, will in turn increase brand loyalty and propensity to buy our products again in the future. See also "—Increasing our revenue diversification—Delivery of value-add products and services" below.

Maintaining a lean and nimble business model, increasing our ability to adapt to industry dynamics and enhancing product quality

We intend to maintain a lean and nimble business model, to increase our ability to adapt to industry dynamics and in particular to improve product quality. In the year ended March 31, 2021, we continued to improve the speed at which we can introduce new features/products on our websites.

As part of our cost optimization efforts, we seek to continue to optimize our booking process using our technology that enables us to complete a high percentage of transactions with a low level of human intervention and a high level of automation, thereby reducing the average cost per transaction. The success of our cost optimization efforts is reflected in our ability to reduce our Average Acquisition Costs per Booking Index, which for the three months ended March 31, 2021 decreased by 18 percentage points compared to our Acquisitions Cost per Booking Index for the three months ended March 31, 2019.

We also plan to further optimize our call centers operations as part of our cost optimization strategy. We have lowered our call center cost-per-action significantly in recent years, with a focus on maintaining service quality. In addition to streamlining our call center operations, we intend to continue to focus on reducing the need for customers to call in the first place to further reduce our call services related expenses. We expect to further invest in our call services to improve their productivity and their customer interaction. We continue to focus on enhancing overall end-to-end customer experience by improving the pre-purchase experience and post-purchase service, and by offering innovative features such as the automatic check-in function or a membership plan giving customers access to exclusive deals. This way, we seek to ensure that our customers become repeat customers with the view to decrease our marketing spend per Booking.

As part of our efforts to increase our ability to adapt to industry dynamics, we plan to continue to focus on strengthening our technology platform and operational processes and capabilities, which are important drivers of growth for our business. Our One Platform enables us to create features for all of our brands and most of our markets in a centralized and cost-efficient manner and present those on all websites and devices simultaneously.

We seek to continuously develop new mobile applications and to launch updated and optimized versions of our existing applications. Over the past year we have launched key features to foster and strengthen our mobile applications as the preferred interface of our customers, including an app-only wallet and inbox functionality and enhanced trip management features in the customer self service area. We have also enhanced the touchpoints and experiences to transfer customers from our websites to our mobile applications, allowing for a smooth and integrated cross-device experience.

Increasing our product and revenue diversification

Our goal is to transform towards a customer centric, needs driven individual product offering, by being the one-stop travel provider world leader for our customers and developing subscription-based relationships with our customers. Over the past several years we have moved from a flight only business to one in

which now over half of our revenues come from what we call revenue diversification (hotels, car, bags, seats, and many more products). For every 100 flight tickets sold we are now selling 88 additional products and services. We believe there is much more potential to expand share of wallet in travel. We have an attractive relationship with the customer through Prime, a competitive advantage through the vast amount of data we have and the fact that the customer first books a flight before booking other travel products. We couple this with our leading edge technologies and skills to retail in such a way that we expand our share of wallet. Our vision is to take the retail experience through the entirety of the trip.

We intend to continue the transformation of our revenue model and plan to further diversify our revenue streams by offering value-add products and services and by continuing to expand our presence in our Rest of the World markets.

Delivery of value-add products and services

We continue to diversify our revenue streams and capture growth opportunities in areas which have higher margins and are more cash generative, such as flight related ancillaries and non-flight travel (including hotels, rental cars, Dynamic Packages, insurance, advertising sales, metasearch, ground transportation options, seat selection, booking additional luggage, cancellation for any reason and, in the future, potentially additional on-destination services). Non-flight product categories are an attractive area for growth because it has a large growth margin with ample cross-sell opportunities. In the Europe OTA market in 2019, the aggregate value gross Bookings for non-flight travel products were €35 billion, which is 3 times higher than the value of gross Bookings for flights.

Over time, we have invested in technology to multiply our sources of revenue for each user and booking, which are various and include Diversification Revenues, Classic Customer Revenues, Classic Supplier Revenues and Advertising and Metasearch Revenues. To increase our long-term growth rate, we plan to further enhance our revenue stream mix, building on our strong flights core to grow the ancillary offerings (both flight and non-flight) as well as Dynamic Packages and other non-flight offers. We plan to focus on delivering value-add services that increase our customers' basket size while enhancing customer experience. We believe that a relatively small increase in basket size can yield a significant increase in net revenue. By leveraging on our strong brands, we will be able to offer ancillary products to our customers. In addition, we will seek to offer value-add services such as ground transportation options.

We believe that our strategy of leveraging our scale in the flight segment to cross-sell non-flight mediation services will allow us to acquire non-flight travel customers at significantly reduced costs. We intend to continue to increase the revenue we generate from non-flight mediation services and, while we did this in the past mainly through partnering with non-flight category leaders to source non-flight services, we have changed our business model in this respect for our hotel offerings, in relation to which we are able to internally source our hotel portfolio through BudgetPlaces, which we acquired and integrated in our business during 2017. Through the acquisition of BudgetPlaces and continued expansion of our accommodation inventory for Dynamic Packaging through direct contracts with hotel chains and accommodation partners, we can now offer customers access to over 2.1 million hotels, boutique properties, self-catering apartments and privately owned properties worldwide, making us a true "one-stop shop" for our customers.

Dynamic Packages are an important product in our growth strategy because we believe that our superior flight platform gives us a competitive advantage compared to other players with respect to such packaged products given flights are typically the first product customers consider in travel planning, enabling us to cross-sell hotels. As a result, we continue to develop this product in our primary business in which we manage all aspects of the transaction with proprietary technology. For example, on January 27, 2020, we acquired the hotel booking platform Waylo to further strengthen our accommodation product portfolio and which also provided us with an innovative data science-based capability which we are currently further developing to predict prices for our hotel content, thereby enabling us to offer lower prices for our customers (and with that increased conversion and repeat Bookings). In combination with the salesforce who joined us when we acquired BudgetPlaces, we believe Dynamic Packages will provide us with growth opportunities in the future.

In combination with the additional salesforce, the new innovative technology as well as the portfolio of hotel arrangements, which we obtained through the acquisition and integration of BudgetPlaces in our business in 2017, we believe that our Dynamic Packages provided us with more growth opportunities in the future.

To further enhance our growth trajectory in the medium term, we continue to focus on expanding and further diversifying our supplier relationships in order to strengthen and expand our wide range of products and services. As part of this strategy, we maintain and strengthen diversified and long-term strategic relationships with travel suppliers, GDS partners and other travel intermediaries. In this respect, the launch of our "Odigeo Connect" technology platform and integration thereof in BudgetPlaces presents an opportunity for us to further strengthen our partnerships, by being able to share a large volume of aggregated customer data and trends with property managers enabling them to adjust and customize their offer to meet customer demand.

From time to time, we may also consider acquiring businesses, including but not limited to businesses with attractive software and/or business processes, to accelerate our revenue diversification strategy.

Expanding our business in the Rest of the World markets

We are focused on making our flight and non-flight mediation services more broadly accessible and have been further expanding our business in the Rest of the World markets to diversify our revenue streams and reduce the risk of single market shocks, and to reduce the level of overall competitive pressure.

Although our revenue is currently principally generated in Europe, we have been broadening our business and product offerings outside of Europe in a number of large countries, such as Australia, Brazil, Mexico, the United States and Canada as well as other countries in South America, Africa and Asia. Our operations in our Rest of the World (RoW) segment (which we define as our markets other than France, Spain, Italy, Germany, the Nordics and the UK) are already an important part of our business and contribute positively to our Revenue Margin. Revenue Margin from our RoW segment grew by 7% in the year ended March 31, 2020, compared to the year ended March 31, 2019. In the years ended March 31, 2020 and 2019, our Rest of the World segment represented 23% and 22% of our Revenue Margin, respectively.

We believe that our developed technology and a business designed to manage the changing dynamics of the online travel industry and consumer preferences, provides us with a strong base for expansion to other markets. Prior to entry, we carefully analyzed new market opportunities by considering factors such as market size, penetration of online access, competitive landscape, economic growth potential, and the legal and regulatory framework, among others. When we enter a new market, we seek to be profitable (measured as Revenue Margin earned less variable costs) in that market within twelve months of operations.

Building a passionate and empowered organization that will drive long-term success through strengthening culture and talent

We have a strong management team with diverse industry expertise, which are supported by a broad base of experienced senior managers and skilled personnel. With 77% of our employees being millennials or younger, our team is young and dynamic. We intend to continue to focus on building a passionate and empowered organization that will drive long-term success. We plan to do so through further strengthening our culture and talent, by continuing our focus on creating a strong innovative corporate culture with a common set of values that fuel employees' dedication, passion for innovation and motivation to achieve results. We seek to hire the best talent and our employees come from over 47 different nationalities. We have a strong performance-driven culture, which enabled us to drive growth over the past year. We also focus on motivation within our organization through aligning incentives of employees with the long-term success of our business. Substantially all of our employees have performance-based bonuses and targets. In addition, we will concentrate on retaining and attracting qualified and talented employees, as well as updating their skills as the technological demand of the industry changes in order to continue to offer new and innovative flight and non-flight mediation services, to scale the Prime subscription program and to support the success of our operations.

Maintain focus on profitability, cash flow and a prudent capital structure

Although the travel conditions during the COVID-19 pandemic have put pressure on our business, in normal circumstances it is highly cash flow generative and we aim to continue improving our cash flow generation and optimize our capital structure going forward as the travel industry recovers. To achieve this goal we aim to place significant management emphasis on profitability and efficient capital spending. We believe that our current technology structure and sales network generate substantial free cash flow and that they provide us with a platform to roll out new products and translate into profitability and cash flow generation. We will continue to carefully assess the potential for earnings, cash flow stability and

growth when we evaluate the performance of our business and new investment opportunities and we will continue to seek to reduce costs through cost savings initiatives and a proactive channel strategy. We expect to continue this trend of cost control to improve our cash flow generation and have set a Net Leverage Ratio target of less than 2.0x for the fiscal year 2024 and a long-term Net Leverage Ratio target of between 1.0x—2.0x (in each case, assuming the COVID-19 pandemic resolves as anticipated, no significant deterioration in the macro-economic environment and no strategic transactions and subject to the assumptions and cautionary statements described under "—Outlook and Certain Financial Targets").

We plan to continue to invest in our Prime platform to seize further growth opportunities and to accelerate the transition to becoming a predominantly subscription-based platform. These investments may slow down our EBITDA growth in the short run but are expected to support sustainable growth in the long run.

Our History

Following more than ten years of strong growth and international expansion, three financing rounds and two leveraged buyouts since the founding of eDreams in 1999, the eDreams Group was combined with the GoVoyages Group and the Opodo Group through two strategic transactions in 2011 to constitute the Group in its current form (the "Combination"). At the time of the Combination, eDreams, GoVoyages and Opodo were the leading online travel companies in Europe based on Gross Bookings, according to Phocuswright and Company data.

Our growth has always been driven by technology-led innovation, as our platform, team know-how and brands are our principal assets. From the Combination to March 2013, we focused on combining the GoVoyages Group, the eDreams Group and the Opodo Group into one single company, which required the integration of numerous teams, processes and technologies through various jurisdictions, in particular the integration of the different flight booking engines into our One Platform, which draws on the best aspects of the respective IT platforms operated by the three groups. The integration of the separate operational platforms into our One Platform was successfully completed during the summer of 2013 and led to a well-integrated and efficient company.

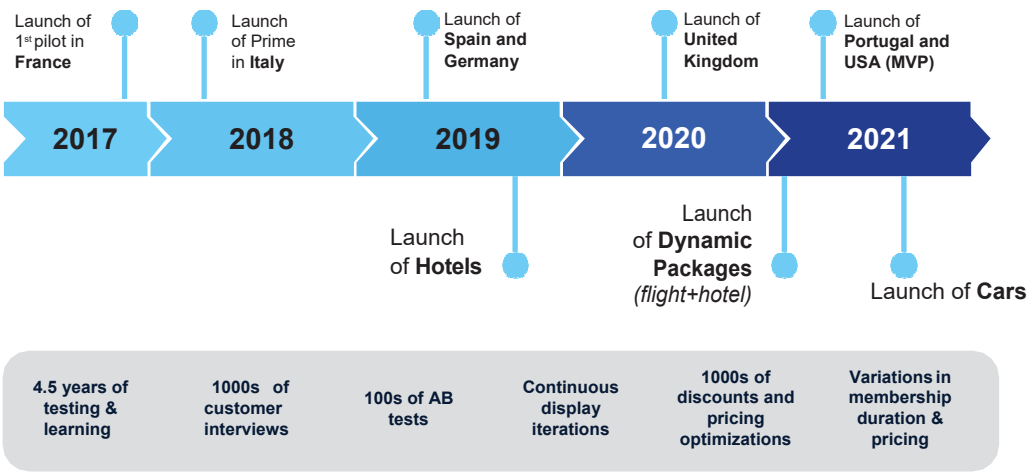
We acquired Liligo in October 2013. Liligo is a metasearch company with websites currently operating in 9 countries, the technology of which we integrated into our existing business with a view to increasing our advertising and meta click-out revenue.

In April 2014, we completed our initial public offering. Our shares are listed on the Spanish Stock Exchanges since then.

We acquired BudgetPlaces in January 2017. BudgetPlaces is an online accommodation platform with approximately 7,500, directly-contracted properties on its books from 1,000 destinations around the world.

In February 2020, we acquired from RoamAmore Inc. the hotel booking platform Waylo. This acquisition provided us with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow us to further grow our hotel and Dynamic Packages offering with a significant amount of additional hotels worldwide.

For the past 4 years, we have been developing our travel subscription program, Prime.



During the COVID-19 pandemic, we have continued to invest in and innovate our Prime subscription program and have observed subscribers' growth by 58% to 876,000 subscribers in the year ended March 31, 2021. In May 2021, we reached our first milestone with one million Prime members and we reached 1.7 million subscribers as of September 2021, despite the softening of demand due to COVID-19. Over the past twelve months, we have added hotels to the Prime subscription program as well as Dynamic Packages and car rentals, such that a customer can choose any flight and any hotel at an attractive Prime price.

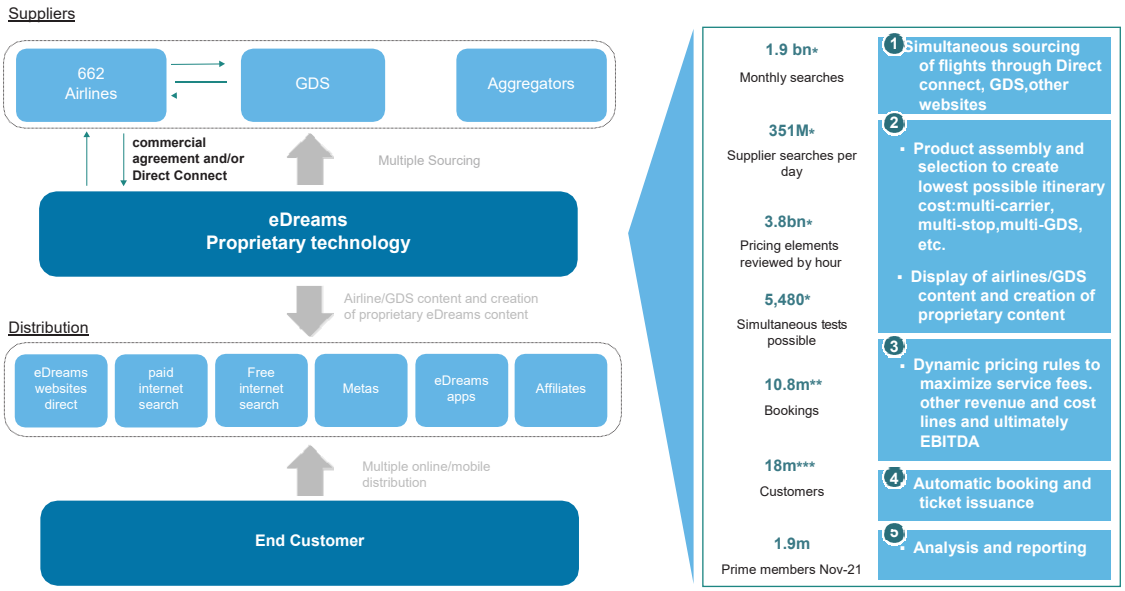
In the year ended March 31, 2021, we also created a strategic partnership with Travelport which allows us to offer more travel routes to customers at competitive prices and which increases flexibility and choice. We have also incorporated AI into our cache and removed legacy complexities, resulting in faster search results.

Business Model and Revenue Sources

(i) In our Top 6 and Rest of the World segment, we supply flight and non-flight mediation services directly to travelers principally through our online booking channels (desktop websites, mobile websites and mobile apps) and via our call centers, as well as indirectly through white label distribution partners and other travel agencies, both on a stand-alone and package basis.

Besides mediation services, we also generate revenue through our subscription program, Prime. Prime has enabled the transition of our business model from a flight-centric and transactional service to a largely subscription based relationship with customers in which we can cover their travel needs more comprehensively. By increasing access to hotels, cars, trains and other travel related ancillary services and products, this new business model significantly expands our addressable market and increases our share of our customers' travel wallet and the number of repeat Bookings. Prime therefore allows for more stable revenues and lower customer acquisition costs.

The following diagram illustrates the Business Model overview and how we add value for Customers and Suppliers:



The substantial majority of our revenue is generated by our customers. Classic Customer Revenues represent customer revenues other than Diversification Revenues earned through flight service fees, Prime subscription fees, cancellation and modification fees, tax refunds and mobile application revenues.

We also generate revenue from our suppliers. Our Classic Supplier Revenues are linked to the volume of Bookings mediated by us and are earned through GDS incentives for Bookings mediated by us and incentives received from payment service providers. In addition to our Classic Customer Revenues and Classic Supplier Revenues, we also earn Diversification Revenues which represent revenues other than Classic Customer Revenues and Classic Supplier Revenues earned through vacation products (including car rentals, hotels and Dynamic Packages), flight related ancillaries, travel insurance, as well as certain commissions, over-commissions and incentives received directly from airlines.

Our revenue also comprises revenues from other ancillary sources such as advertising on our websites and revenues from our metasearch activities. We classify these revenues as "Advertising and Metasearch Revenues". Advertising and Metasearch Revenues include revenues earned through (i) cost-per-search arrangements, including fees earned for users browsing on our metasearch websites and "clicking out" to a third party's website through links on our metasearch websites, and (ii) cost-per-action arrangements, including fees earned for users "clicking out" to a third party's website through links on our metasearch websites and booking a product on such third party's website. See also "Management's Discussion and Analysis—Overview."

The following table sets forth our Bookings, Revenue Margin and Cash Revenue Margin for our Top 6 and Rest of the World segments and our Adjusted EBITDA, EBITDA and Cash EBITDA for the six months ended September 30, 2021 and 2020, and the years ended March 31, 2021, 2020 and 2019. Such data has been derived from our Consolidated Financial Statements, our H1 2022 Condensed Interim Financial Statements and/or internal management accounts or information systems. See also "Selected Consolidated Financial Information and Other Data—Other Unaudited Financial and Operating Data.

	For the year ended March 31,			For the six months ended September 30,	
	2019	2020	2021	2020	2021
	(unaudited, unless otherwise stated) (in % of total Revenue Margin)				
Prime members (in thousand)	165.0	556.0	876.0	664.0	1,729
Bookings[1] (in million)	8.6	8.1	2.4	1.1	4.3
Top 6					
Rest of the World	2.6	2.7	0.9	0.3	1.4
Total Bookings (in million)	11.2	10.8	3.2	1.5	5.7
Revenue Margin[1]					
Top 6	418.1	405.2	85.9	40.7	128.0
Rest of the World	114.9	123.4	25.2	10.3	40.3
Total Revenue Margin	533.0	528.7	111.1	51.0	168.4
Cash Revenue Margin[1]	537.1	534.3	121.8	56.8	187.0
Adjusted EBITDA[1]	119.6	115.1	(38.2)	(16.8)	0.7
Cash EBITDA[1]	123.6	120.7	(27.4)	(11.0)	19.4
EBITDA[1]	116.4	100.7	(45.0)	(19.3)	(3.5)
Adjusted EBITDA Margin[1] (% of Revenue Margin)	22%	22%	(34)%	(33)%	0.4%
Cash EBITDA Margin[1] (% of Cash Revenue Margin)	23%	23%	(23)%	(19)%	10%

(1) Prime members, Bookings, Revenue Margin, Cash Revenue Margin, EBITDA, Adjusted EBITDA, Cash EBITDA, Adjusted EBITDA Margin, and Cash EBITDA Margin are non-GAAP measures. For the definitions of and explanations regarding the use of these measures, see "Presentation of Financial and Other Data—Non-GAAP Measures."

(2) Audited refers solely to the financial information for the years ended March 31, 2019, 2020 and 2021.

Our Products

We offer a wide range of flight, as well as non-flight mediation services, in each of our Top 6 and Rest of the World segments.

Flight

We believe we are one of the largest online distributor of flights worldwide based on revenues and Gross Bookings, and for the years ended March 31, 2021 and 2020, we had Gross Bookings for flight products of €847.5 million and €4,243.9 million, respectively. In Europe, based on Phocuswright and Company data, we are the number one OTA for flights, with a market share of 37%. Worldwide we are ranked number two after Trip.com for flights, based on Phocuswright and Company data. We facilitate bookings by our customers of network carrier and low-cost carrier flight tickets that we source via GDS or directly through our Direct Connect technology from an airline's proprietary booking platform or public access websites. As of September 30, 2021, we provided customers with the option to book tickets for flights on 662 airlines worldwide.

Through our websites and our mobile apps, customers can search for flights based on their desired parameters, review the pricing and availability of flights, evaluate and compare options and book and purchase flights. Desired parameters that customers can define include city of departure and destination,

number of travelers, dates of travel, preferred time of travel, cabin class, preferred airlines and maximum number of stops. We also provide customers with the option to purchase travel insurance from certain insurance companies with whom we have arrangements in place. Customers now have the option to subscribe to our Prime program which allows them to fly at lower prices, have access to a 24/7 priority customer service and have access to exclusive Prime offers and additional discounts on other products and services. We generate revenues from the supply of flight mediation services through service fees charged on such products to the customer or commissions and incentives received from suppliers as well as from Prime subscription fees charged to customers.

Network and low-cost carriers via GDS and Direct Connect technology

The main activity of our flight business is to facilitate bookings by our customers of network carrier and low-cost carrier flight tickets that we supply via GDS or directly through our Direct Connect technology (flights that we distribute by connecting customers directly to either an airline's proprietary inventory platform that we can access under a formal agreement or facilitating access of customers to book via an airline's public access website, in each case, without the intermediation of a GDS, using our "Direct Connect" technology) from an airline's proprietary booking platform or public access websites. Either via GDS or our Direct Connect technology, we provide our customers with access to a wide selection of airline tickets for substantially all major airline companies, including Air France-KLM, Iberia, British Airways, Lufthansa, Ryanair, EasyJet, United Airlines, American Airlines and Emirates. In April 2015, we strengthened our partnership with Travelfusion, enabling us to offer a high diversity of low-cost airline services globally with a list of 234 low-cost airlines. Our flight products are sourced from airlines at either private fares, which are discounted fares negotiated with an airline, or the fares available to the public. In the year ended March 31, 2021, we also created a strategic partnership with Travelport. This new agreement allows us to further strengthen our capabilities as a multi-GDS company to diversify and enhance our products and services offering. This allows us to provide additional travel routes to our customers, more competitive prices, and increased flexibility and choice.

Non-flight

Our non-flight mediation services relate principally to the booking of hotel rooms, Dynamic Packages, car rentals and vacation packages and, to a lesser extent, train tickets. We also generate revenue from non-travel-related activities and we generate revenue from advertising and from our metasearch activity, as well as other ancillary sources of revenue.

Hotels

We have a series of non-exclusive agreements with leading hotel sourcing companies, one of which is our principal hotel sourcing partner. This partnership allows us to offer our customers hotel inventory offered by this hotel sourcing partner directly through our own websites and with our branding. In addition, we have completed our strategic white label partnership we had in the hotel sector with our own hotel inventory through BudgetPlaces. Through BudgetPlaces and the continued expansion of our accommodation inventory for Dynamic Packages through direct contracts with hotel chains and accommodation partners, we can now offer customers access to over 2.1 million hotels, boutique properties, self-catering apartments and privately owned properties worldwide, making eDreams a true "one stop shop" for our customers.

Customers can search, compare and make reservations at a wide selection of hotels worldwide. Customers may search for hotels based on their destination and/or preferred dates for check-in and check-out, and may easily filter our search results by selecting star ratings, specific hotel chains and locations. Customers can also indicate amenity preferences such as business services, Internet access, fitness centers, swimming pools and travel assistance.

We have successfully integrated Waylo in the year ended March 31, 2021, which enables us to get access to improved hotel sourcing capabilities that leverage AI, in particular with respect to the prediction of future hotel rates. Price prediction model accuracy largely depends on three major factors: (i) rate history or how the rates for a hotel have fluctuated in the past, (ii) demand or how fast rooms are becoming unavailable at the hotel and (iii) peer pricing or how neighboring hotels are pricing their rooms. Based on these factors, we are able to determine the probability of a price drop and predict the lowest price. In October 2021, approximately 452 million online AI predictions were performed daily.

Dynamic Packages

We offer travelers the opportunity to select a particular real-time flight and hotel combination and book these in a single transaction, although payment can happen at different times. This may result in lower prices and greater convenience than if each product was booked separately at the time of booking because our hotel rooms are sourced from exclusive inventory that is made available to us at discounted prices and special fares may apply when a hotel room is combined with a flight. In addition, we may have access to special fares on a flight only when such flight is sold in combination with a hotel or another travel product.

In addition, we offer Dynamic Packages through our white label distribution partnership agreements.

In the year ended March 31, 2021, we also integrated Waylo in our Dynamic Packages product offering and we are further developing the Waylo prediction models to maximize their effectiveness.

Car Rentals

We offer our customers the ability to make car rental reservations through our websites. We have a white label agreements with a leading car rental sourcing company, which is our principal car rental sourcing partner. This partnership allows us to offer our customers car rental inventory offered by this car rental sourcing partner directly through our own websites and with our specific design and branding. We are currently offering this car rental inventory through our eDreams, Opodo, GoVoyages and Travellink brands. In return, we earn commissions based on gross booking value from our principal white label sourcing partner.

Vacation Packages

We offer vacation packages designed by third-party tour operators under contractual arrangements with white label sourcing partners where we principally act as a reseller/distributor. In addition, to a lesser extent, we also design and offer our own pre-packaged vacations.

Advertising and Metasearch Revenues

We generate revenues from third parties in connection with the advertising of their products and services on our websites as well as revenues deriving from our metasearch activity. Such revenues may be earned based on sold impressions (which are the number of online advertisements generated on our websites), clicks to external sites, searches on our sites, bookings on external sites and fixed monthly or yearly rates for placement.

We directly operate in the metasearch space through Liligo, which we acquired in October 2013. We display the other eDreams ODIGEO brands in the results of a Liligo search without any bias or preference over third-party brands, which are currently our customers under the metasearch model.

We are also operating an advertising platform, “eDreams ODIGEO Media Services” (http://advertising.edreamsodigeo.com/), which enables advertisers to easily access detailed information about our advertising services and aims at helping advertisers maximize their investment.

Other non-flight mediation services and ancillary non-flight revenue sources

We currently have rail travel products available in most of our Top 6 markets. This rail content includes top carriers such as Renfe, Eurostar and Italotreno. In our Native App, users also have access to bus travel products through a third-party collaboration with Trainline.

We also generate revenue from certain ancillary sources, such as incentives we receive from payment service providers and toll calls to our call centers.

Insurance in connection with flight and non-flight mediation services

Ancillary to both our flight and non-flight mediation services, we provide our customers with the option to purchase travel insurance from certain insurance companies. We have a long-standing relationship with our broker AON and our insurer Europ Assistance, with whom we contracted in February 2015, to provide insurance across 18 countries and support the ongoing development of our insurance offerings.

Subscription fees

We have successfully developed our subscription program, Prime. Each subscriber enjoys better prices with reduced search time and benefits from access to additional discounts, exclusive offers, 24/7 priority

customer service, tailored offers for all legs of the travel journey and regular updates on key information such as boarding time, gates, luggage collection belt, and hotel accessibility. Based on an NPS survey performed by Ipsos across Spain, France, Italy, Germany and the United Kingdom, our Prime members promoted us principally for our customer service (mentioned as a reason to promote by 81% of promoters), attractive prices (44%), transparency of website and clear information (37%), and a wide variety of products (14%).

Prime membership is available in most of our Top 6 markets: France, Germany, Spain, Italy and the United Kingdom. In addition, we rolled out Prime to more countries including Australia, Portugal, the United States and Switzerland.

The Prime model provides us with a more stable source of higher quality income as subscription fees are paid by the customer at the start of the subscription period. The Prime fees collected that are pending to be accrued over the subscription period are allocated for as Deferred Revenue. The Prime fees pending to be accrued are non-refundable and will be booked as revenue based on usage. The latter refers to each instance the customer uses Prime to make a booking with a discount, or when the Prime subscription period expires.

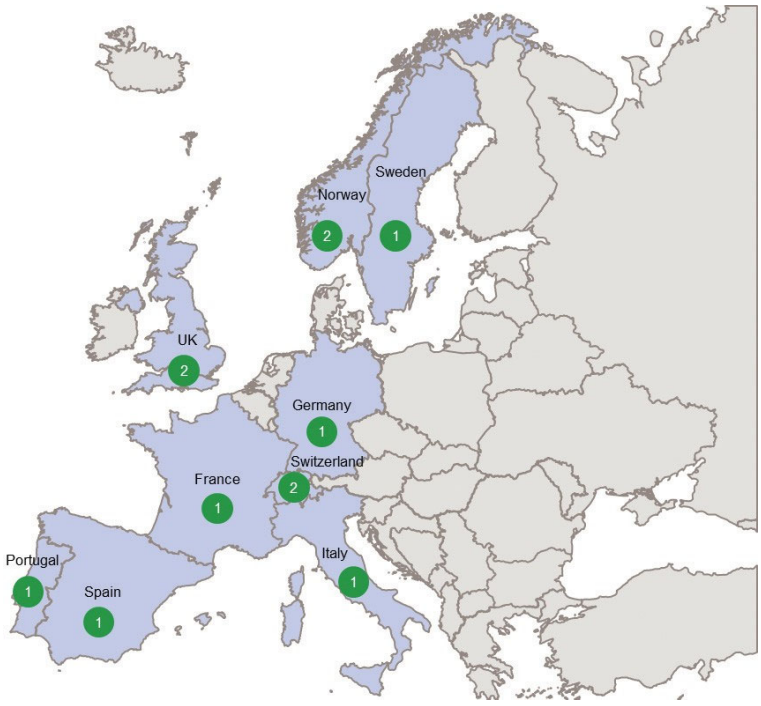
Prime subscription fees are directly linked to the number of Prime members and average subscription fees depend on the market in question. Prime members increased by 1.2 million, or 186%, from 664 thousand Prime members in the six months ended September 30, 2020 to more than 2.2 million Prime members as at December, 2021. This was driven by the increase in Bookings and the continuous development of our subscription program, Prime.

Prime members increased by 320 thousand, or 58%, from 556 thousand Prime members in the twelve months ended March 31, 2020 to 876 thousand Prime members in the twelve months ended March 31, 2021.

Our Geographical Markets

We are currently present in 45 countries. With approximately 2.2 million Prime members as at December 31, 2021, and more than 18 million customers served since January 2019, we are one of the largest suppliers worldwide of flight mediation services, which is our principal business. Our principal operations, in order of Bookings, in Europe are in France, Germany, Spain, the United Kingdom, Italy and the Nordics. Outside of Europe, we are present in a number of significant countries including, among others, the United States, Australia, Canada, Mexico and South Africa markets.

The following chart shows an overview of our countries of operations and provides a split between the countries where we believe we have a leading position based on Gross Bookings, according to Phocuswright and Company data, and the countries where we are seeking to expand our presence.



We believe we have a leadership position in Europe , as shown by the following chart which sets out our rankings amount OTA in European countries based on Phocuswright Europe travel Market Report 2020-24 by point of origin.

Booking Channels

Our customers can book our products through various channels. The vast majority of our Bookings are processed online and can be completed either on a desktop or laptop computer through our websites, or on a mobile device such as a smartphone or tablet through our websites or our mobile apps.

Desktop and laptop computer bookings

We operate more than 145 branded domains, including eDreams.es, eDreams.it, govoyages.fr and Liligo.fr as well as mobile websites such as m.opodo.fr and m.liligo.fr. Our websites have been designed to provide a user-friendly experience to our customers and are reviewed and upgraded on a regular basis. We are experiencing a significant shift of business to our mobile booking channel, and mobile booking now represents more than half of our bookings.

Using our websites and mobile apps, customers can easily and quickly review the pricing and availability of substantially all our services and products, evaluate and compare options and book and purchase such services and products online within minutes and in a variety of languages, including English, French, Spanish, Italian, German, Portuguese, Finnish and Swedish.

Typically, a transaction on our websites involves the following steps:

Search. A customer conducts a search for a particular product, or combination of products, by defining desired parameters. For example, for flights, in addition to the city of departure and destination, number of travelers and dates of travel, our customers can also input additional parameters such as preferred time of travel, cabin class, preferred airlines and direct flights. Our websites' search capabilities employ scalable search and routing logic that we believe return comprehensive results without sacrificing search response times. Our web-based booking engines, which have been designed to link directly to our suppliers' systems or through GDSs, allow us to deliver real-time information.

Select. At this stage, our websites display to the customer various possible selections that are available in a user-friendly format listed in pricing order and that also prompt the customer with available special offers or provide additional information about the product. Our websites allow customers to sort or refine search results by further defining certain parameters such as price range, time range, preferred airlines, preferred hotel chains, star rating and hotel amenities.

Review. After a customer has selected a particular option, our websites provide the customer with an opportunity to review the details of the product being purchased and the terms and conditions of such purchase. At this stage, our websites connect to the GDS or the websites of our travel suppliers to confirm the availability and pricing of the product selected. Customers booking flight products or hotels will also be shown options to purchase travel insurance and other related ancillary services.

Payment. We offer our customers a variety of payment methods, including debit cards, credit cards or PayPal, in more than 39 currencies. Our payment gateways for sales on our websites are secured.

Mobile Bookings

As a result of the widespread adoption of mobile devices, including smartphones and tablets, we have experienced significant growth in the mobile booking channel which only strengthened during the COVID-19 pandemic, with customers making bookings on such devices through our websites (whether our general websites or mobile-specific websites) and our mobile apps. Over the past few years, mobile devices have become an increasingly important channel for customers to search for travel information and make travel bookings, and we expect this trend to continue. We believe customers increasingly plan and book their journeys when they happen to have free time slots, irrespective of their immediate whereabouts, and mobile devices afford customers the convenience to make travel arrangement while on the go. We are actively engaged in the design, rollout and improvement of applications for mobile devices. To be competitive in the mobile business, we are required to develop specific software and applications under a variety of new platforms and operating systems, which are generally expected by our customers to offer the same features and to be as easily and intuitively operated as desktop interfaces. This poses significant challenges and has required and will continue to require us to make significant financial and operational investments to achieve these goals.

In 2010, we launched our first applications for iPhone devices. Since then, we have continuously developed new applications (for both the Android and iPhone/iPad) and launched updated and optimized versions of our existing applications. In 2015, we launched an Apple watch app to fuel our mobile-commerce growth, which is available for eDreams, Opodo and GoVoyages in all eDreams ODIGEO markets in 22 languages.

In 2019, we implemented a new feature across all four of our mobile apps (eDreams, Opodo, GO Voyages and Travellink), enabling travelers to automatically check in for their flights without having to wait for check-in times to open. In just one click and at no cost, as soon as the check-in opens, app users can request their boarding passes to be sent to them prior to traveling. The feature also helps travelers avoid airport queues at check-in counters, allowing them to go straight to luggage drop-off or security controls, thus simplifying and improving the travel experience. Other added-value services offered for free on our apps include real-time flight status notifications and an Augmented Reality-powered hand luggage size checker.

(ii) We have experienced significant increases in the Bookings made via mobile devices (including via our applications and mobile websites). Our applications have been downloaded more than 27 million times as of September 30, 2021 and rank in top charts in the travel sections of dominant app stores in markets like Spain, Italy and France. We seek to continuously develop new mobile applications and to launch updated and optimized versions of our existing applications. We estimate that approximately 56% of our flight Bookings on average were made through mobile devices in the year ended March 31, 2021, compared with approximately 44% on average in the year ended March 31, 2020. We do not believe the proportion of non-delivered transactions is materially different between mobile and non-mobile customers. We believe our service fees per flight Booking made on a mobile device is similar to that for Bookings made on a desktop or laptop computer across our brands and geographies based on service fees per flight Booking information for eDreams (for which we have data for the relevant historical period). We believe that our broadly equivalent service fees across booking channels gives us a strategic advantage in terms of revenue generation over certain metasearch companies whose revenues from mobile users are lower than revenues from desktop or laptop users.

Customer Care

We are focused on our customers and put our customers first, particularly during the COVID-19 pandemic which has been an extremely challenging time for our travelers. Due to movement restrictions implemented by governments around the globe, thousands of travel providers suspended their services abruptly which led to an unprecedented wave of booking cancellations that left thousands of travelers in need of assistance at the same time. We aim to process all complaints swiftly and customers can raise a complaint relating to our products or services via multiple channels. We have a dedicated space on our website, via the Help Center, for complaints to be raised.

Although a vast majority of our Bookings are completed automatically without any human intervention, our outsourced call centers handle our sales and post-sales customer service support. Eight call centers located in seven different countries are currently serving our customers in 45 countries. Our main call centers are located in Casablanca (Morocco), Cairo (Egypt), Delhi (India), Dalian (China) and Bogota (Colombia). Our call centers operate seven days a week and cover various time zones to ensure we are always available for our customers when they need to contact us. Customers can call these centers to consult with our sales representatives, receive comprehensive, real-time product information and manage their travel bookings to make changes or add extra services to their booking. The representatives in our call centers are able to assist our customers in the principal European languages to cover our principal geographical needs, including English, French, Spanish, Italian, German and Portuguese.

All of our call centers are equipped with systems which allow us to monitor the performance of our sales representatives and outsourced agents. We have software that allows us to log on to customer calls enabling us to perform random checks on our call centers on a real-time basis. Our system also allows us to monitor the number of waiting calls and limit customer aborted calls on our hotlines due to unacceptably long waiting times. Our Prime members have access to 24/7 priority customer service. Our call centers remained open during COVID-19 and we staffed additional employees in our call centers to ensure we had enough resources to manage the unprecedented need for customers to contact us.

To support the unprecedented volume of enquiries and to respond to travelers' demand for enhanced 24/7 communications, we launched an initiative to create the first automated customer service process for flights. We have already seen positive results on this multi-year initiative with currently over 70% of our customer contacts being addressed digitally and with high levels of customer satisfaction.

At the initial outbreak of the COVID-19 pandemic, we implemented an ambitious set of initiatives across the business to streamline our customer service and adapt to the unprecedented number of customer enquiries, which increased suddenly and exponentially at the outset of the COVID-19 pandemic. In response, we swiftly launched an enhanced version of our online self-service platform to allow travelers to easily manage their bookings and autonomously perform relevant actions. We increased our front-line support with 200 additional agents and increased our back-office refund operations team by 150% to help manage our customers' refund submissions to airlines.

Marketing and Distribution Channels

We are focused on marketing and brand awareness because they are critical in maximizing customer acquisition and retention among online travel companies, like us. Together with product sourcing, customization and pricing, marketing and brand awareness are crucial in driving customers to us from our various distribution partners.

We benefit from a unique portfolio of brands with strong awareness. Our main brands are eDreams, Opodo, GoVoyages, Travellink, and Liligo.

We have historically committed significant resources to supporting brand awareness. As a result, we believe that our brands rank consistently among the most searched and highest rated online flight travel brands in Europe and worldwide (based on search engine recognition metrics). We believe that continued investment in our brands is critical to retaining and expanding our traveler, supplier and advertiser bases and that our long-term success and profitability depend on our continued ability to maintain and increase the overall number of traveler transactions in a cost-effective manner.

Our marketing programs are intended to build and maintain the value and awareness of our various brands, drive traffic and conversion, and optimize ongoing traveler acquisition costs.

Our marketing programs and brands seek to drive customers to one of the following distribution channels:

Direct Free Traffic and Cost Efficient Channels of Acquisition

Our powerful brand recognition attracts a high volume of "direct free traffic" to our website, which we generate when customers type the company name or url directly into internet browsers. A significant part of our traffic comes from cost efficient channels of acquisitions (including our iOS and Android apps and customers being redirected through emails they have received).

Direct free traffic and cost efficient channel traffic deliver stronger margins for us as the customer acquisition costs are lower (for example, we do not need to pay fees to any search engine or metasearch provider in respect of such visitors). A significant portion of our Prime members repeat through our cost efficient and direct channels.

Search Engines

We use to a significant extent Internet search engines, principally through the purchase of travel-related keywords (in particular on Google), to generate traffic to our websites. The purchase of travel-related keywords consists of anticipating what words and terms consumers will use to search for travel on Internet search engines and then bidding on those words and terms in the applicable search engine's auction system. We bid against other advertisers for preferred placement on the applicable Internet search engine's results page. Search engine marketing is one of the major cost items for online travel companies, including us, because Google and other search engines typically charge on a cost-per-click basis. However, because the cost is variable, we can monitor the return on investment on a daily basis. We have aimed to reduce our dependency on paid search, and since the end of 2018 through March 2021, we have reduced our share of purchases coming from paid search branded keywords by approximately 9 percentage points. Part of our marketing expenses also relates to search engine optimization, which refers to the process of improving the visibility of a website in search engines through modifications of design or content on the actual website pages.

Given the growing prevalence of search engines in consumers' e-commerce behavior, we believe that we are well positioned to continue to build our customer base and brand awareness through the search engine distribution channel. We have made and will continue to make investments in both search engine marketing as well as search engine optimization initiatives to further improve our brand awareness.

Metasearch

Metasearch companies, such as Kayak/Momondo, Skyscanner, Cheapflights, Jetcost, TripAdvisor and Qunar, are search engines and comparison websites that aggregate travel search results across supplier and online travel agency websites to display offerings to customers from external sources and redirect clients to their chosen option. Bookings are typically not made on the metasearch websites, as metasearch companies are focused exclusively on the search stage and not the booking process. Online travel companies, including us, and supplier direct websites pay metasearch commissions on a cost-per-click or cost-per-action basis.

We work with approximately 30 third-party metasearch companies to distribute our products to customers and we pay such companies commissions based on a cost-per-click or cost-per-action basis. We are not dependent on any third-party metasearch company for the distribution of our products as the revenue generated by our products through any one metasearch company is small.

In addition to the distribution of our products by third-party metasearch companies, we also directly operate in the metasearch space through Liligo, which specializes in travel, complements our online travel company capabilities, and broadens our revenue base.

Direct Marketing and Affiliates

We use direct and personalized traveler communications on our websites, as well as direct e-mail communication and in-app notifications with our travelers. Our marketing programs and initiatives include promotional offers such as coupons, as well as seasonal or periodic offers from our travel suppliers based on our supplier relationships. We currently target customers with personalized emails including specific offers that correspond to their particular interests based on order history and other profile information.

We also make use of affiliate marketing and receive bookings from customers who have clicked through to our respective websites via links posted on affiliate partners' websites.

XML Partners

We have agreements in place with partners to which we provide XML feeds and web service links so that such partners can display the products that we distribute on their websites. In contrast to a white label distribution partner, XML partners do enter into an agreement with the end customer and collect the purchase price from the customer, which they pass on to us for the purpose of paying the supplier.

Supplier Relationships

We seek to build and maintain diversified and long-term strategic relationships with travel suppliers, GDS providers and other travel product intermediaries. We have a long-term supply contract with Amadeus and Travelport. We have also signed new distribution capability ("NDC") contracts with some airlines that are applying surcharges on GDS content. In addition, we have entered into a large number of agreements with travel suppliers and supplier intermediaries that are short-term contracts and provide our counterparties with a right to terminate on short notice or without notice. Despite the increasing proportion of flight bookings sourced and fulfilled outside of the GDS (such as Direct Connects), we access the majority of our flight offering through these contractual relationships. In addition to these contracts, we enter into one-year incentive contracts for flight products with airlines based on different criteria such as volume targets, growth versus prior year and segment share achievements. These incentive contracts cover the aggregate sales volumes of all of our legal entities. We also enter into other short-term contracts with airlines, where we benefit regularly from special negotiated rates. We currently have specially negotiated contracts with more than 53 airlines and our supply of flight mediation services is not dependent on any particular carrier or route. For our non-flight mediation services, we have contractual relationships with content aggregators and platforms, such as hotel bed banks and tour products distribution platforms and have entered into non-exclusive white label agreements with leading non-flight sourcing partners on which we are reliant for hotel room and car rental bookings. Our relationship teams are focused on relationship management, supplier sponsored promotions and contract negotiation covering our retail, corporate and packaging businesses. An important component of the success of our business depends on our ability to maintain, expand and further diversify our relationships with such suppliers and partners.

GDS and other products aggregators

Global Distribution Systems, or GDSs, also referred to as computer reservation services, provide a centralized, comprehensive repository of travel products, which includes availability and pricing of seats

on various airlines, as well as information relating to hotel accommodations, car rental and cruise companies. GDS providers act as intermediaries between travel suppliers and travel agencies, allowing customers through companies like us to book flights, rooms and other available travel products. Travel agencies can enter into exclusive or non-exclusive contracts with GDS operators, who in turn pay incentives to the online travel companies on a per booking basis using a variety of payment methods. GDS contracts are typically long-term and are structured using volume bands with incentives/penalties paid if targets are exceeded/not met. We have strategic partnership with two GDS firms: Amadeus and Travelport.

We entered into a 10-year non-exclusive GDS contract with Amadeus, which became effective on June 30, 2011, and secures a wide range of flight and non-flight product inventory in Europe. This contract has provided us with reliable access to travel products as Amadeus has signed full content agreements with the majority of the key airlines in terms of passenger numbers, meaning that most supply available on an airline's own website is available to us through Amadeus' GDS database. In 2019, the contract was extended for an additional term until 2026.

We entered into a 5-year contract with Travelport in December 2019, effective as of June 30, 2020, similar to the Amadeus contract in terms of services and conditions.

In addition, we entered into a 3-year non-exclusive distribution contract with Travelfusion, which became effective on January 1, 2017, and secures a wide range of low cost flights and non-flight products including worldwide railway inventory. This contract has provided us with reliable access to additional travel products as Travelfusion has signed B2B distribution agreements with the majority of the key low cost airlines meaning that most supply available on an airline's own website is available to us through Travelfusion. We are currently negotiating a 5-year extension and during this time the contract remains in effect.

New Distribution Capacity (NDC)

NDC is a flight distribution data transmission standard launched by IATA, that aims to replace the existing GDS technology. From a technological side it allows airlines to have full control over the distribution chain, enables dynamic pricing and provides unlimited pricing points, content personalization and improved offering of flight related ancillaries. NDC is also being used to change the economics of the current distribution chain, as one of the outcomes expected by the airlines is a reduced distribution cost (i.e., the distribution fee per segment paid to GDS by regular carriers which covers both the GDS technology and OTA incentive); this reduction will allow Airlines to better compete with LCC segment

To accelerate adoption, several airlines introduced surcharges to GDS content and in some cases are offering transition options for GDS content. After more than 2 years, NDC is live for several airlines and aggregators, allowing us to reduce costs from paying surcharge and showing an increased willingness from the airline to develop collaborations with OTAs. We estimate that NDC now covers 15% of our total number of Bookings and 38% if we consider only our GDS bookings.

Direct Connect

We have developed internally sophisticated supply technology that allows us to offer a wider range of network and low-cost carrier flight product inventory and, where pursuant to certain Direct Connect formal agreements with an airline, at more attractive prices than what is available through GDSs, allowing us to charge higher service fees. Our supply technology includes "Direct Connect" technology, which allows us to distribute flights by connecting customers directly to either an airline's proprietary inventory platform that we can access under a formal agreement or facilitating access of customers to book via an airline's public access website, in each case, without the intermediation of a GDS. Such technology incorporates computerized analytic processes and reduces costs associated with such intermediation. This is accomplished by sharing XML and web service links of the supplier application programming interfaces, or via accessing directly a supplier's public website.

Certain travel suppliers, including certain low-cost airlines, are striving for exclusivity of their online supply and have taken steps to prevent online travel companies, including us, from accessing their public website and facilitating bookings of their products on our website.

White label sourcing partners

For sales of hotel and cars products on a stand-alone basis, we distribute the products of our white label sourcing partners. White label sourcing partnerships allow us to target and service end customers directly

through our websites, thereby offering third-party products by distributing the partner's product under our websites. In return, the white label sourcing partner pays us a commission for distributing its product.

The majority of both our hotel offerings on a stand-alone basis and of our car rental offerings are sourced from our respective principal white label sourcing partners. In addition, for some of our brands and in some of the countries in which we are present, we have white label sourcing agreements for specific products

Information Technology

General

We have proprietary and sophisticated technologies which we believe have high levels of reliability, security and scalability, and which have been designed to handle high transaction volumes across all our respective websites. We also believe that these technologies will allow us to sustain high growth and to expand rapidly to address new business opportunities.

Increasingly centralized technology platform

We operate a centralized technology platform with highly efficient processes, focused around the integration of traffic acquisition, inventory sourcing, product customization, dynamic pricing, inventory management, booking, accounting/reporting, collection and payment. This advanced technology platform allows us to efficiently offer a wide variety of proprietary services and products. Our technology allows us to dynamically price offers, combine competitively priced services and fares across travel providers. This allows us to create unique fare combinations and lower overall all-in prices to customers, which is important to attract more customers. Our technology enables customers to access and book our flight and non-flight mediation services offering through a variety of means, including through our websites and mobile applications with effective and easy-to-use interfaces. In addition, these platforms allow us to complete a high percentage of transactions with a low level of human intervention and a high level of automation, thereby reducing the average cost per transaction.

In recent years, we completed the development of our One Platform, which is our common booking and inventory platform for all our brands and geographies. This centralized platform allows us to quickly leverage product developments across all markets in which we are active, effectively reducing development timings and improving time to market. It is also data and AI powered and we are increasingly leveraging machine learning technologies to improve the customer experience and performance.

In terms of travel content, our unique breadth of integrations combined with our strong provider relations helps us aggregate, combine, search and book a wide array of travel choices. The platform is also capable of sourcing non-flight content to show alternative modes of transportation.

In terms of future development, we continue to focus on the optimization and enhancement of our One Platform and other technology. We have a large in-house development capability that is allowing us to dynamically and gradually build, test, release and measure new features. Largely built upon automation, this allows us to push hundreds of changes a week and to get to real-data led insights across our integrated platform faster.

Security

We are committed to protecting the security of our customers' information. Our information security team is responsible for implementing and maintaining controls to prevent unauthorized users from accessing our respective systems or to protect us from denial of services and other cyber-attacks. These controls include the implementation of information security policies and procedures, security monitoring software, encryption policies, access policies, password policies, physical access limitations and detection and monitoring of fraud from internal staff. We also operate fraud detection systems which use transaction patterns and other data sources seeking to prevent fraudulent transactions in real time. Our platform is regularly being audited and certified as PCI/DSS compliant.

Our intellectual property rights include trademarks and domain names associated with the names eDreams, Opodo, GoVoyages, Travellink and Liligo, our subscription program, Prime and as well as other rights arising from agreements relating to our website content and technology. We regard our intellectual property as a factor contributing to our success. We rely on trademark law, copyright law, trade secret protection, non-competition and confidentiality agreements with our employees and some of our partners to protect our intellectual property rights.

We require our employees to enter into agreements to keep confidential all information relating to our customers, methods, business and trade secrets during and after their employment with us. Our employees are required to acknowledge and recognize that all inventions, trade secrets, works of authorship, developments and other processes made by them during their employment are our property.

We have registered our different material domain names and have full legal rights over these domain names for the period for which such domain names are registered.

Employees

In the year ended March 31, 2021, we had an average of 1,009 employees compared to 1,247 employees as of March 31, 2020.

Our employees are one of our most important assets and one of the main drivers of development and growth.

We are committed to remunerating employees in line with the labor market best practices and local legislation. Equal pay is an area that we monitor closely, working to ensure that our salary ranges are designed to avoid discrimination based on gender.

Our "Learning Development" offer is one of the key motivating factors frequently highlighted by our employees, which contributes not only to attracting talent, but to retaining and strengthening it.

As an organization during the last months we have faced the unprecedented challenge of dealing with the COVID-19 pandemic. The global travel industry has been one of the sectors most impacted. Our employees come first and we have therefore maintained our teams intact, without any workforce restructuring and we applied the government supported scheme (ERTE) for temporary salary reductions equally across all categories of staff throughout the business (except the teams attending to our customers), and were able to leave the ERTE scheme and restore 100% of the salaries in December 2020.

During lockdown, we swiftly adapted remote working practices and hours to enable our teams to work securely, safely, and efficiently, facilitating a healthy work-life balance. We have given our employees the flexibility and option to return to the office, on a partial or full time basis, reopening a number of floors sanitized in accordance with the applicable local COVID-19 health & safety protocols.

This difficult backdrop of COVID-19 has only served to reinforce our inclusive and collaborative corporate culture and we are convinced that this is what is needed to earn the credibility and trust of our team members.

Facilities

Our facilities consist mainly of our corporate offices located in Paris, Barcelona and London, which we lease. We also have offices in other countries, including Germany, Italy, Hungary and Portugal.

Litigation and Disputes

From time to time, our entities may be subject to legal proceedings, claims and disputes that are incidental to ordinary course of business. Several of our entities are currently party to various legal proceedings, including consumer complaints, contract disputes, claims by regulators, disputes regarding alleged infringement of antitrust rules, consumer protection or other regulations or of third-party intellectual property rights.

This section identifies litigation matters which may potentially affect our business, our financial position or the results of our operations or which, in the event of an adverse outcome, could materially harm our reputation. For the potential consequences of an adverse outcome in relation to these proceedings and claims, see "Risk Factors—Risks Related to Our Business—We are, and may be in the future, involved in various legal proceedings, the outcomes of which could adversely affect our business, financial condition and results of operations."

Consumer protection regulatory proceedings

In Spain

The consumer services of Generalitat de Catalunya inspected our website in July 2019 and considered that an old configuration and price display for Prime were confusing and misleading, proposing a penalty

of €15,000. They sent a notification of the commencement of the sanction procedure in June 2020 and we received proposal of sanction pending on September 1, 2020. We submitted our responses on September 22, 2020, arguing that the conditions of the products and prices were clearly displayed at all times. Moreover, the old configuration and price display had already been modified at the time we submitted our response. We are awaiting a decision in respect of our responses.

In Germany

In 2015, the Federation of German Consumer Organizations ("VZBV") contacted the CAA who opened an investigation regarding the pricing display methods used by Opodo.de, see "—In the United Kingdom" above. Negotiations among Opodo, the CAA and the German authorities are ongoing.

Wettbewerbszentrale (a German organization supporting fair trade) and the consumer agency of the state of Baden-Württemberg, filed claims against Opodo regarding certain price display methods. Opodo lost the case in first instance, and lodged a second appeal to the Federal High Court on December 14, 2020 and is awaiting final resolution.

Bundesverband der Verbraucherzentrale e.V. (vzbv) filed a claim against Vacaciones eDreams S.L. claiming that the Prime price display was not in accordance with applicable local law because the final price without Prime rebate was not displayed in former times. The claim was filed on April 20, 2021 and the case is currently pending.

In Italy

On January 16, 2018, the Italian Antitrust Authority ("AGCM") fined eDreams S.r.l. for €690,000, Opodo Italia S.r.l. for €104,000 and GoVoyages SAS for €780,000. These fines sanctioned the use of discounted prices based on payment methods, the use of premium phone numbers for our aftersales service and unclear information regarding hotel bookings managed by Booking.com. We appealed the decisions before the TAR of Lazio (Regional Administrative Court). The adjustments proposed by eDreams ODIGEO have been accepted by the Italian Antitrust Authority and the AGCM proceedings were closed without any additional fines. Following the appeal of eDreams ODIGEO, the TAR reduced the amount of fines as follows: Go Voyages SAS (€245,000), eDreams Srl (€290,000) and Opodo Italia Srl (€55,000). eDreams ODIGEO expected to collect the amount corresponding to fines paid in excess. The TAR Lazio judgment was not final because the AGCM lodged an appeal before the Council of State (the Italian Supreme Administrative Court) which is currently pending.

Tax contingencies

License fees

We consider that there is a possible risk of reassessment by tax authorities in respect of license fees charged between our entities for the use of self-developed software. Tax authorities may take the view that there was an undercharge of such license fees to group companies. This contingency is estimated at €1.6 million. We believe that we have made the appropriate charges of license fees to group companies. We consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as at September 30, 2021.

Payroll tax

We consider that there is a possible risk of assessment by tax authorities in respect of salary tax ("taxe sur les salaires") due by the French entity. We take the view that only the salary cost of part of the French entity's employees is subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should be included in the taxable basis. This contingency is estimated at €0.6 million. We believe that we have paid payroll taxes in accordance with French tax laws and regulations. We consider that this risk is only possible, and not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as at September 30, 2021, except for an amount of €0.1 million which we consider the appropriate amount of underpaid "taxe sur les salaires."

Retro-active effect of the migration to Spain for Spanish tax

We consider that there is a possible risk of assessment by tax authorities in respect of the deduction for Spanish tax of the tax losses of the year ended March 31, 2021 we generated prior to the effective date of

our redomiciliation from Luxembourg to Spain. The Spanish tax authorities may take the view that such tax losses may not be taken into account for Spanish tax. This contingency is estimated at €1.8 million. We believe that we have included those tax losses in the Spanish tax group's taxable profits in accordance with Spanish law. We consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as at September 30, 2021.

Pending tax disputes with tax authorities

Our entities have the following pending disputes with tax authorities, some of which are still in the phase of an administrative claim, whereas for other disputes we appealed before the court.

Spain

The Spanish tax group has undergone a tax audit regarding income tax (fiscal years 2015/16—2017/18) and VAT (calendar years 2015-2017). The Spanish tax authorities have issued their final assessment notices in June 2021 based on which they have assessed the Spanish company for VAT. The Spanish tax authorities have rejected the method applied by the Spanish company to determine the recoverable part of the input VAT on part of our operating expenses. This has resulted in a total VAT assessment amounting to €3.1 million for the audited periods of which €0.5 million has already been assessed. We believe that we have appropriate arguments against this VAT assessment and have filed an administrative claim against the VAT assessment with Spanish tax authorities. We consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as at September 30, 2021.

Further, the Spanish tax authorities have assessed the Spanish companies for VAT and income tax relating to two additional corrections in connection with the Spanish tax audit. We have agreed with these assessments amounting to €0.3 million and €0.4 million respectively, and the amounts have been settled with the tax authorities. We have recognized adequate provisions for these assessments in our consolidated financial statements for the year ended March 31, 2021, these assessments have not impacted our condensed consolidated interim income statement for the six months ended September 30, 2021. As at September 30, 2021, a deferred tax liability for €0.1 million remains in the condensed consolidated interim statement of financial position (€0.5 million as at March 31, 2021).

Portugal

Following a tax audit in Portugal regarding income tax and VAT (fiscal years 2015/16-2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million (€5.1 million income tax and €0.1 million VAT) against which we filed an administrative claim with the Portuguese tax authorities. In July 2021 the Portuguese tax authorities rejected this administrative claim based on pure formal grounds. We have, therefore, appealed the decision of the Portuguese tax authorities with the first tier Portuguese court. We believe that we have appropriate arguments against the Portuguese tax authorities' decision and, therefore, consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in the condensed consolidated interim statement of financial position as at September 30, 2021.

Italy

Our Italian entity has appealed the decision of the first tier administrative court regarding a €10 million assessment of Italian withholding tax on dividends paid to its Spanish parent company. This appeal is currently pending. We take the position that the Italian entity has correctly applied the Italian withholding tax exemption to such dividends. We consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability in our condensed consolidated interim statement of financial position as at September 30, 2021, except for an amount of €0.4 million which we consider an appropriate compromise for which it would be willing to settle this case with the Italian tax authorities.

Luxembourg

Following a VAT audit, the Luxembourg tax authorities assessed us for VAT in respect of two cases related to the calendar years 2016-2018. As the tax authorities only partly accepted our administrative claim against the VAT assessment, we have appealed the tax authorities' decision with the Luxembourg court.

One case, amounting to €3.2 million, relates to the rejection of the recovery of input VAT on certain expenses which we recharged to other persons (only concerning 2018). We consider that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize) and for this reason we have not recognized a liability on our condensed consolidated interim statement of financial position as at September 30, 2021.

The other case, amounting to €0.9 million, relates to the interpretation of the Luxembourg VAT pro rata rules (of which €0.5 million, concerning 2016-2017, has already been assessed by the Luxembourg tax authorities). We estimate that there is a probable risk of outflow of resources amounting to €0.9 million for which a provision has been recognized in our condensed consolidated interim statement of financial position as at September 30, 2021.

Other matters

Due to different interpretations of tax legislation, adverse positions may be taken by tax authorities in connection with a future tax audit. However, we consider that any such positions would not materially affect our condensed consolidated interim financial position.

REGULATION

We operate in a highly regulated industry. Our operations are subject to various laws and regulations, including those regarding IATA accreditation and consumer protection aspects such as price display, sales of packages, e-commerce and data protection. As we seek to continue to expand our operations into new geographies, we will encounter legal, regulatory or tax requirements with which we are currently not familiar. Likewise, such regulations can be amended or interpreted in a manner that is unfavorable to us and our business. Compliance with such requirements, which could conflict between jurisdictions, would result in a greater regulatory compliance burden for our businesses, and as a result could increase our costs of compliance, or could otherwise be detrimental to our business.

To our knowledge, in addition to the discussion below and the risks included in the section "Risk Factors" of this Offering Memorandum, there are currently no significant factors, including unusual or infrequent events or new developments, relating to governmental, economic, fiscal, monetary or political policies or other factors that might materially affect, or materially affects, directly or indirectly, our operations. See, in particular, "Risk Factors—Risks Related to the Travel Industry—Our businesses are highly regulated and a failure to comply with current laws, rules and regulations or changes to such laws, rules and regulations and other legal uncertainties, may adversely affect our business, financial condition and results of operations," "Risk Factors—Risks Related to Our Business—Our net results of operations could be negatively impacted by new legislation and different interpretation by tax authorities" and "Risk Factors—Risks Related to Our Business—Our processing, storage, use and disclosure of personal data may give rise to liabilities as a result of governmental and/or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security."

IATA Regulation

IATA is the global trade organization of the air transport industry representing 290 airlines, covering 83% of total air traffic as of September 30, 2021 IATA regulations are applicable to our flight booking business and apply at two levels:

- in order to act as intermediaries and sell tickets for and on behalf of the IATA airline members, we need to receive IATA accreditation; and
- our flight booking operations are required to comply with the IATA Passenger Sales Agency Rules and the terms of the Passenger Sales Agency Agreement, which each of our IATA-accredited entities has entered into with IATA.

IATA accreditation is obtained upon completion of an application process and the examination by IATA of the relevant applicant in order to determine whether it has the necessary qualifications (mainly, qualified staff) and financial standing to become and maintain status as an "accredited" intermediary, among others.

Continued reporting obligations aim to assess the creditworthiness of the agent, its ability to regularly pay the air sales completed on credit and the communication of annual audited financial statements. In the event of a change of control, and for the purpose of assessing the solvency of the new owners, prior notification is required of the changes affecting the IATA-accredited intermediary (including changes affecting the legal status, name or location of the intermediary). Some changes, including the acquisition of an IATA-accredited intermediary by a person who is not an IATA-accredited intermediary or certain changes in the legal nature of the IATA-accredited intermediary, may require the entering into of a new Passenger Sales Agency Agreement. IATA-accredited intermediaries may also be subject to reviews initiated by IATA administrators, namely if the IATA administrator in charge considers it likely that the IATA-accredited intermediary no longer fulfills the requirements to qualify for accreditation or fails to meet certain financial requirements.

In addition, when operating under the agent model, IATA may require us to post guarantees in order to minimize credit risk on behalf of airlines. Parameters adopted by IATA to assess intermediaries' creditworthiness may vary from one jurisdiction to another and based on its annual review of the audited financial statements of our operating companies, IATA may modify the guarantee requirements applicable to us, which they require of us in certain jurisdictions. The requirements regarding the agent's creditworthiness, the eligibility requirements for being granted unlimited credit from IATA without posting any financial guarantee and the frequency of settlement (remittance) are collectively known as the "Financial Criteria." The applicable Financial Criteria vary from country to country and are negotiated

among representatives of the airlines and of the travel agents in the respective national Agency Programme Joint Council (the "APJC"), which meets on a yearly basis. While the Financial Criteria have not changed for several years in certain countries, such as Germany and France, they have changed in certain other countries, such as Portugal, Italy and Spain. IATA reviews the adherence to the Financial Criteria by travel agents on a yearly or half-yearly basis, and to the extent the Financial Criteria are found not to be met, may require an amendment of the guarantees posted or additional guarantees to be posted.

In the year ended March 31, 2018, IATA created a new Multi Country Accreditation Model in the context of its IATA NewGen ISS project to accredit multinational online travel agencies on a quarterly basis and consolidated level. To obtain such accreditation, the new Multi Country Accreditation Model assessed travel agencies on around 73 different criteria, both quantitative (such as financial ratio criteria) and qualitative (such as business process related criteria). The assessments were performed by IATA's Global Financial Advisor, PricewaterhouseCoopers. eDreams ODIGEO obtained the Multi-Country Accreditation in the year ended March 31, 2018, which allowed us to release IATA guarantees in the year ended March 31, 2018, previously provided by certain Group entities in an amount of approximately €36 million.

The Multi Country Accreditation pilot model expired at the end of 2020. Since 2021, we adopted the IATA's GO Global Accreditation model involving assessment and accreditation on a Group consolidated level and evaluation by IATA's Global Financial Advisor, PricewaterhouseCoopers, against a single global set of requirements and criteria. Under the GoGlobal model all our locations worldwide are covered under a single Passenger Sales Agency Agreement.

IATA also regulates the frequency on which settlement (remittance) is due by accredited intermediaries. IATA regulations currently provide that frequency of payment may vary from one jurisdiction to another, but that payment shall occur at least once a month. To amend the frequency of remittance in a given country, airlines and travel agents in the respective national APJC are required to negotiate and agree on a new frequency and to submit such agreement to the Passenger Agency Conference for approval.

In 2019, IATA announced the elimination of the one-month remittance period to travel agents in Spain and Italy. As of January 1, 2020, the one-month remittance period, which previously applied in Spain and Italy, was changed to 10 days in Spain and 15 days in Italy. If further changes to BSP payment terms were to be implemented by IATA or other product suppliers in the future, such changes could reduce the amount of time we hold customer funds before settlement with our suppliers, which would increase our working capital requirements and adversely affect our cash position.

European Union Regulations

Our operations are principally in Europe, where we have to comply with a number of European Union regulations and national implementing legislation that is applicable to our business. Compliance with such regulations, as implemented in the relevant jurisdictions, is critical to our business. Certain of these regulations that we believe most directly apply to our business are set forth below. Other regulations, which may be similar to the ones described below, or may differ, apply to our operations outside the European Union.

Package Travel Directive

Our package travel sales operations are specifically governed by the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (the "1990 EU Package Travel Directive").

The Package Travel Directive created a level playing field among the different Member States, as it limits national particularities. The rules extend consumer protection of the 1990 EU Package Travel Directive to cover not only traditional package holidays, but also give more protection to consumers who book other forms of combined travel, such as Dynamic Packages. The directive covers situations where services are advertised as a package or where they are offered at a total or inclusive price. The new Package Travel Directive broadens the concept of "package" and applied to two types of travel combinations: (i) pre-arranged packages, which are ready-made holidays from a tour operator comprising at least two elements: transport, accommodation or other services such as car rental; (ii) customized packages, which can comprise a number of components selected by the traveler and bought from a single business online or offline.

For the purposes of the Package Travel Directive, "package" means a combination of at least two different types of travel services for the purpose of the same trip or holiday. Additionally, the "package" definition requires those services to be either (i) combined by one trader, including at the request of or in accordance with the selection of the traveler, before a single contract on all services is concluded or (ii) irrespective of whether separate contracts are concluded with individual travel service providers, those services are (a) purchased from a single point of sale and those services have been selected before the traveler agrees to pay, (b) offered, sold or charged at an inclusive or total price, (c) advertised or sold under the term 'package' or under a similar term, (d) combined after the conclusion of a contract by which a trader entitles the traveler to choose among a selection of different types of travel services, or (e) purchased from separate traders through linked online booking processes where the traveler's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. The purpose of this Package Travel Directive is to fully harmonize the legal framework applicable to contracts between travelers and traders relating to package travel which wasn't the case with the former directive.

Insofar as we act as organizers, our activities are impacted by the Package Travel Directive and implementing national legislations, primarily with respect to (i) minimum standards concerning the information to be provided to consumers, (ii) formal requirements for package travel contracts, including mandatory rules concerning cancellation, modification and the civil liability of package tour organizers or retailers, and (iii) providing effective protection to consumers in the event of the package tour organizer's insolvency, namely repayment of the price and repatriation of consumers. The organizer is fully liable for the services rendered.

E-Commerce Directive

The online nature of our business requires us to comply with European Union regulations and implementing national legislation governing electronic commerce, primarily relating to (i) pre-contractual information to be provided to consumers on our activities, (ii) the regulation of commercial communications we send to consumers, (iii) formal rules for entering into electronic contracts such as post-contractual confirmation duties, (iv) the use of cookies on websites and (v) the liability of intermediary service providers. Specifically, our business is subject to the Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce') (the "E-Commerce Directive"), which establishes rules on transparency and information requirements for online service providers, commercial communications, electronic contracts and limitations of liability of intermediary service providers. As of the date of this Offering Memorandum, the European Commission is still working on a Digital Services Act (DSA), which builds on the e-Commerce Directive to address new online challenges. The exact content of the regulation is still under discussion and, consequently, the potential impact on our business is still uncertain.

Consumer Rights Directive

To the extent that it addresses consumers of any EU Member State, our business is subject to European Union regulations and implementing national legislation relating to consumer rights. In particular, our business is subject to the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (the "Consumer Rights Directive") as amended Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules, notably to its provisions relating to so-called distance and off-premises contracts. The Consumer Rights Directive has an impact on the amount of credit card fees that can be levied. In some countries, such as France, additional credit card fees are not allowed at all. In other countries, such as Germany or the UK, we may only charge the actual costs that are agreed by the trader and the bank for the use of the respective credit card. We revised the amount of credit card fees that we charge, to be in accordance with the Consumer Rights Directive. However, due to the implementation of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, it is stipulated that payment service providers shall not offer or request a per transaction interchange fee of more than 0.3% of the value of the transaction for any credit card

transaction. As a result, our actual costs cannot be higher. Apart from that, some countries require the availability to the consumer of a customary and reasonable payment method free of charge. Similar restrictions on credit card fees are incorporated in the EU Directive 2013/0264 (COD) on payment services in the internal market and amending Directives 2002/65/EC, 2013/36/EU and 2009/110/EC and repealing Directive 2007/64/EC

EC Regulations Governing Airline Industry Services

Our business is affected by various EC regulations governing services in the airline industry. These regulations include:

EC Regulation No. 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 establishes common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights (more than three hours may qualify). While this regulation is primarily addressed to airline carriers, as intermediaries or agents we are required to comply with the obligations set forth in the regulation on the airline carrier's behalf. Failing to do so could result in the airline carrier having a compensation claim against us. In February 2020, the Council of the European Union published a proposal for a revised regulation that could lead to the expansion of the rights of passengers but the remainder of the legislative process has been interrupted by the outbreak of COVID-19. In March 2020, the European Parliament called on the Commission to resume negotiations with the Council to update the Regulation.

EC Regulation No. 1008/2008

Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community governs certain price display information. While primarily addressed to airline carriers, this regulation also requires us to comply with the rules set forth therein. For European and certain non-European airline carriers, it codifies the pricing freedom principle and sets forth certain information obligations vis-à-vis customers.

Customer Privacy and Data Protection Regulations

We are subject to increasing regulation relating to customer privacy and data protection. The applicable data protection regulations generally limit the use of data that we collect about customers, including the purposes for which the data may be used and the circumstances in which we may communicate with them or disclose their personal data to third parties. In addition, we are generally required to adopt certain measures in accordance with applicable laws to protect customer data while it is in our possession.

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") was published in April 2016. GDPR entered into force in 2018, after a two-year implementation period. It replaced EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which has been repealed. The GDPR regulates the use of personal data and the free movement of such data across a wide range of sectors. The GDPR includes: (i) higher fines, based on global turnover, for firms failing to comply with the new regulation, (ii) requirements to appoint a data protection officer if the institution processes significant amounts of sensitive or personal data, (iii) direct obligations on data processors in defined circumstances, and (iv) data protection "by design" (data protection safeguards to be built into firms' products and services from the earliest stages of development). However, under the GDPR individual Member States may maintain or introduce further conditions, including limitations, relating to certain issues, such as the processing of genetic or health data.

Insurance Mediation Directive

The current EU Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution regulates the selling practices of all insurance products, but travel insurance is exempted. This directive was transposed to Spanish law by virtue of Royal Decree 3/2020, of 4 February,

on urgent measures, under which several EU directives are incorporated into Spanish law with regards to public contracting in certain sectors, private insurance, plans and pension funds, taxation and tax litigation.

Unfair Commercial Practices Directive

Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (the "Unfair Commercial Practices Directive"), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules , which applies to all business-to-consumer transactions. This Directive aims at facilitating cross-border trade by creating a single set of rules in the field of unfair commercial practices. Firstly, the European Commission will seek to ensure full conformity of national laws with the Unfair Commercial Practices Directive by closely monitoring the correct transposition and application of this Directive in all EU member state. Secondly, it will enhance enforcement and administrative cooperation between EU member state. The European Commission will focus its efforts on five key sectors, which include travel and transport, digital and on-line markets, environmental claims, financial services and immovable properties.

National-Level Regulation

The laws of certain jurisdictions set forth additional license or other requirements for the operation of our travel agency business. These requirements vary from one jurisdiction to another and compliance costs associated therewith can be significant. For instance, French law requires our travel agencies to be listed in a specific registry and Italian law provides for local permit requirements. Furthermore, we are subject to French regulations requiring all travel products and services retailers to take out a specific insurance policy covering any damages in connection with the carrying out of our activities. We are also subject to the U.K. Civil Aviation (Air Travel Organizers' Licensing ("ATOL")) Regulations (the "ATOL Regulations"), administered by the U.K. Civil Aviation Authority that have introduced a protection scheme for holiday packages. According to the ATOL Regulations, most United Kingdom tour operators selling air travel are required to hold an ATOL license. Pursuant to an amendment to the ATOL Regulations made in 2012, the scope of the ATOL Regulations has been extended to "flight-plus" arrangements. This only applies to our sales by Opodo.

MANAGEMENT

Board of Directors

General

The eDreams ODIGEO Board of Directors (*Consejo de Administración*) is responsible for the management, administration and representation of eDreams ODIGEO in all matters concerning the business of eDreams ODIGEO subject to the provisions of the Bylaws, as amended from time to time, regulations of the Board of Directors and the powers granted by shareholders' resolutions.

Board size and composition

The Bylaws provide for a Board of Directors consisting of a minimum of five (5) and a maximum of fifteen (15) directors (*Consejeros*; each, a "Director" and together the "Directors"). In our extraordinary general shareholders' meeting held on September 23, 2020, it was established that our Board of Directors is to consist of nine members. The Board of Directors comprises nine (9) Directors as of September 30, 2021.

Term, appointment and removal of Directors

The Directors are elected by the shareholders to serve for a term of three financial years and may be re-elected to serve for an unlimited number of terms of equal length, except for Independent Directors (as defined below), who may only serve in such capacity for a maximum aggregate period of 12 years. If a Director does not serve out his or her term, the Board of Directors may fill the vacancy by appointing a replacement Director to serve until the next general shareholders' meeting. A Director may resign or be removed from office by the shareholders at a general shareholders' meeting. A Director may be removed from office *ad nutum*, with or without cause, by the shareholders at a general shareholders' meeting by vote of a majority of the votes cast, irrespective of the number of Shares represented at the meeting.

Board meetings

The Board of Directors meets at the appropriate frequency for it to efficiently carry out its duties and at least once every three months, with one of such meetings being held within six months of the end of our financial year. The Bylaws provide that the majority of the members of the Board of Directors (represented in person or by proxy by another member of the Board of Directors) constitutes a quorum. A quorum will also exist for a valid Board of Directors meeting, without any need for a notice, if all members of our Board of Directors, present or represented by proxy, unanimously agree to hold a meeting and to the agenda items to be discussed. Moreover, if no director voices a disagreement thereto, the Board of Directors may vote on matters in writing, without holding a meeting. Except as otherwise provided by law or specified in the Bylaws, resolutions of the Board of Directors are adopted by a simple majority of the Directors present or represented at a Board meeting.

Delegation of powers of the Board of Directors

In accordance with Spanish law, the Board of Directors may decide to appoint a Chief Executive Officer (CEO) (*Consejero Delegado*) among its members and the CEO can bind us within the scope of its powers. The board resolution appointing a CEO must set forth the powers and functions that are delegated to the CEO or indicate that all powers and functions of the board are delegated to the CEO, except for those that cannot be delegated by law or by our Bylaws. The powers delegated to a CEO are still retained by, and can be exercised by, the Board of Directors.

The CEO may be appointed for a fixed or indefinite period of time. In addition, the Board of Directors may revoke, either totally or partially, the powers delegated to the CEO through a board resolution. Moreover, if the CEO ceases to be a member of the Board of Directors, all powers as director are automatically revoked.

Our Board of Directors appointed Dana Philip Dunne as CEO on February 19, 2021 with effect from the date of relocation of our registered office to Spain on March 10, 2021.

Directors

The eDreams ODIGEO Board of Directors comprised nine (9) Directors as of September 30, 2021. The following table sets forth the name, date of first appointment, age (as of September 30, 2021) title, date of expiration of appointment and affiliation of each current member of the Board of Directors:

Name	Date of first appointment	Age	Title	Date of expiration of current appointment	Affiliation
Thomas Vollmoeller . .	January 1, 2020	61	Chairman	March 10, 2024	Independent
Carmen Allo	April 1, 2020	58	Director	March 10, 2024	Independent
Amanda Wills	July 22, 2015	59	Director	March 10, 2024	Independent
Dana Philip Dunne . . .	January 23, 2015	58	Director	March 10, 2024	Executive
David Elízaga	July 22, 2015	48	Director	March 10, 2024	Executive
Daniel Setton	November 20, 2018	38	Director	March 10, 2024	Ardian Funds
Lise Fauconnier	March 18, 2014	56	Director	March 10, 2024	Ardian Funds
Benoit Vauchy	March 18, 2014	46	Director	March 10, 2024	Permira Funds
Pedro López	July 28, 2017	43	Director	March 10, 2024	Permira Funds

Three Directors, Thomas Vollmoeller, Carmen Allo and Amanda Wills, qualify as independent directors pursuant to Spanish Companies Act ("Independent Directors"). The Independent Directors are experienced professionals who are neither employees nor shareholders of eDreams ODIGEO. According to the recommendations of the Spanish Unified Good Governance Code for listed companies, in its version approved as of June 25, 2020 (*Código de buen gobierno de las sociedades cotizadas* or the "Good Governance Code"), the ample majority of the Directors needs to qualify as proprietary and independent directors and the number of independent directors should be at least half of all members of our Board of Directors (exceptionally, in companies with low market capitalization and in those in which an individual shareholder, or various acting in concert, control more than 30% of the share capital, the number of independent directors should be at least one third).

Each of the Directors can be contacted at our registered office, Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

Biographical Information

Biographical information for each of the current members of the Board of Directors is presented below:

Thomas Vollmoeller

Mr. Vollmoeller was Chief Executive Officer at New Work SE, a leading professional business network with over 17 million users, in the DACH region (Germany, Austria and Switzerland).

He is currently Board Member at both Ravensburger AG and Conrad Electronic SE and a member of the advisory board at Stiftung Mercator.

Previously, Mr. Vollmoeller held several key executive and non-executive positions such as Chief Executive Officer at Valora Holding AG, a publicly-traded international trading company; and—among other functions—as Chief Financial Officer at Tchibo GmbH, one of Germany's largest retail chains.

Mr. Vollmoeller received a Doctorate from the University of St. Gallen and a Diploma from the University of Stuttgart-Hohenheim.

Mr. Vollmoeller was appointed as Independent Chair Director by the Shareholders Meeting held on September 30, 2019 (effective January 1, 2020), and as of September 2020 for a period of three years, the latest re-appointment coming into effect from the date of relocation of our registered office to Spain, March 10, 2021).

Carmen Allo

Ms. Allo has a wealth of experience in corporate and investment banking in large European and American banks, and as Audit Committee Chair of publicly traded companies in Spain. She is currently Chair of the Audit Committee at CAF, having previously held a similar position at Natra, and an independent board member and member of the remuneration and nomination committee. She is also currently a Professor at the Instituto de Empresa.

Ms. Allo has a degree in Mathematics from the University of Zaragoza and an MBA from Instituto de Empresa, and has attended executive programs at the London Business School and Harvard University.

Ms. Allo was appointed as an Independent Director and Audit Chair as of April 1, 2020 for a term of three years. The decision was ratified in the general Shareholders' meeting held in September 2020, with a subsequent re-appointment being into effect from March 10, 2021.

Amanda Wills

Ms. Wills is a renowned U.K. travel industry executive. Starting her career in the tourism industry at Airtours PLC, where she became the first woman appointed to the Board of the United Kingdom Leisure Group. She subsequently spent over 13 years as Managing Director of the Virgin Holidays Group which she joined in September 2001. During this time, under her leadership we experienced exponential growth in both revenues and profit and became the market leader in long haul holidays. Her guidance led to an introduction of innovative travel products and services with an acquisition led strategy that penetrated new markets both in the U.K. and U.S. During her tenure as Managing Director, Virgin Holidays won many industry accolades.

She was recognized and honored in the U.K. for services to British Tourism and her commitment to charity work and was awarded as Commander of the Order of the British Empire (CBE) by the Queen in 2014. Ms. Wills is also a Non-Executive Director and Chair of Remuneration of AirPartner Global Limited, a private jet charter and consultancy business.

Ms. Wills was appointed for the first time as Independent Director by the Board of Directors on July 22, 2015 for a period of three years, ratified at the Shareholder General Meeting held on July 20, 2016. She was subsequently re-appointed for two further three year terms in Shareholder General Meetings held in September 2018, and September 2020, the latest re-appointment being into effect from March 10, 2021.

Dana Philip Dunne

Mr. Dunne is the Chief Executive Officer at eDreams ODIGEO.

Previously, Mr. Dunne served as Chief Commercial Officer of EasyJet Plc, being responsible for sales (the significant majority of which were online), marketing, yield management, the contact centers, and the customer proposition.

Prior to this, Mr. Dunne was the Chief Executive Officer and Head of AOL Europe S.à r.l., a Division of AOL LLC. He has a proven track record at high profile, international telecoms and media companies.

Before AOL, he served as President of key business units at Belgacom and US West, two of the most successful telecommunication companies in Europe and the U.S.

Mr. Dunne has an MBA from Wharton Business School and a BA in economics from Wesleyan University. He has dual citizenship (American and British).

Mr. Dunne was appointed for the first time as Executive Director by the general Shareholders' meeting held on July 22, 2015, and subsequently re-appointed for two further terms in Shareholder General Meetings held in September 2018, and September 2020, the latest re-appointment being into effect from March 10, 2021.

As at September 30, 2021, Mr. Dunne held 1,972,697 eDreams ODIGEO shares.

David Elízaga

Mr. Elízaga is the Chief Financial Officer of eDreams ODIGEO.

Prior to joining eDreams ODIGEO, Mr. Elízaga was Chief Financial Officer of Codere SA, and prior to that occupied various positions at Codere S.A., Monitor Group and Lehman Brothers. Mr. Elízaga holds degrees in Business and Law from Universidad Pontificia de Comillas—ICADE.

Mr. Elizaga was appointed for the first time as Executive Director by the Shareholders, in the meeting held on the July 20, 2016. He was subsequently re-appointed for two further three year terms in Shareholder General Meetings held in September 2018, and September 2020, the latest re-appointment being into effect from March 10, 2021.

As at September 30, 2021, Mr. Elizaga held 579,259 eDreams ODIGEO shares.

Daniel Setton

Mr. Setton joined Ardian in 2007. Since joining, he has been involved in more than 10 transactions across France, Belgium, the U.K. and Spain. He notably participated in the acquisition of Opodo Ltd and was nominated Board Member until 2014; he also took part in the formation of eDreams ODIGEO in 2011.

Mr. Setton currently holds the position of Managing Director in the Ardian Buyout team and is responsible for Buyout financing globally. He is a graduate from HEC.

Mr. Setton was appointed as Proprietary Director (affiliated with the Ardian funds) for a period of three years in the Shareholders' Extraordinary Meeting held on February 26, 2019.

Lise Fauconnier

Ms. Fauconnier joined Ardian in 1998. Before joining Ardian, she worked as an Investment Manager at Euris. As a Managing Director at Ardian, she notably led investments in Newrest, ODIGEO and Camaieu. She is also a board member of Linedata, a company listed on Euronext. She began her career at Clinvest as a project manager in the mergers, acquisitions and restructuring department.

Ms. Fauconnier was appointed as Proprietary Director (affiliated with the Ardian funds) for the first time by the Shareholders Meeting held on March 18, 2014, and subsequently re-elected for two further three year terms in Shareholder General Meetings held in July 2017 and September 2020, the latest re-appointment being into effect from March 10, 2021.

Benoit Vauchy

Mr. Vauchy joined the Group in 2011 as Non-Executive Director of Opodo Limited and also previously served as the Chairman of the Group's Audit Committee. He is currently a Partner and a member of the Investment Committee and Executive Committee at Permira. He currently serves on the board of Permira Holding Limited as well as the holding companies of Vacanceselect Group, Exclusive Group, Universidad Europea and Lowell Group.

Mr. Vauchy previously served on the board and was the Chairman of the Audit Committee at NDS Group Ltd and the holding company of Synamedia Group. Prior to joining Permira in 2006, he spent most of his career in leveraged finance including at J.P. Morgan in London.

Mr. Vauchy was appointed as Proprietary Director (affiliated with the Permira funds) for the first time by the Shareholders Meeting held on 18th March 2014, and subsequently re-elected for two further three year terms in Shareholder General Meetings held in July 2017 and September 2020, the latest re-appointment being into effect from March 10, 2021.

Pedro López

Pedro López joined Permira in 2006 and since 2016, he serves as Head of the Madrid office. He covers investment opportunities across several sectors and is a member of the Financing Group, having worked on a number of transactions including Magento, Althea, Schustermann & Borenstein (now Bestsecret.com), Universidad Europea and Neuraxpharm. He also spent several months on secondment in the London office of Permira in 2010. He currently serves on the board of Europa Education Group and Neuraxpharm.

Prior to joining Permira, Mr. López spent four years at J.P. Morgan in London, where he worked in the M&A department and in debt capital markets and leveraged finance. Mr. López has degrees in Business Administration and Law from Universidad Carlos III, Spain.

Mr. López was appointed as Proprietary Director (affiliated with the Permira funds) for a period of three years in the Shareholder General Meeting held on July 2017 and September 2020, the latest re-appointment being into effect from March 10, 2021.

Board Committees

The Board of Directors has established an Audit Committee and a Remuneration and Nomination Committee, each entrusted with the respective information, supervision, advisory and proposal duties specified in the Spanish Companies Law, the regulations of the Board of Directors and the regulations of each committee.

The following is an overview of the committees of the Board of Directors.

Audit Committee

The Audit Committee consists of at least three Directors, each of which must be a non-executive Director. The Chairman of the Audit Committee must be an Independent Director. The members of the Audit

Committee, including the Chairman, are elected by the Board of Directors for a term of three years, subject to renewal for a maximum of 12 years.

The Audit Committee consists of Carmen Allo (Chairwoman of the Audit Committee and Independent Director), Benoit Vauchy (Director nominated by the Permira Funds) and Thomas Vollmoeller (Independent Director). The Shareholders' agreement provides that so long as the Ardian Funds or the Permira Funds directly or indirectly hold 7.5% or more of the issued and outstanding Shares of eDreams ODIGEO, a nominated Director of either the Ardian Funds or the Permira Funds will be a member of the Audit Committee.

Remuneration and Nomination Committee

The Remuneration and Nomination Committee consists of at least three Directors, each of which must be a non-executive Director and two of which must be Independent Directors. The members of the Remuneration and Nomination Committee are elected by the Board of Directors, and such elected members elect one of the Independent Directors who is a member of the Remuneration and Nomination Committee to serve as its Chairman. The members of the Remuneration and Nomination Committee are elected for a term of three years, subject to renewal.

The Remuneration and Nomination Committee consists of Amanda Wills (Chairwoman of the Committee and Independent Director), Thomas Vollmoeller (Independent Director) and Lise Fauconnier (Director nominated by the Ardian Funds). The Shareholders' agreement provides that so long as the Ardian Funds or the Permira Funds directly or indirectly hold 7.5% or more of the issued and outstanding Shares of eDreams ODIGEO, a nominated Director of either the Ardian Funds or the Permira Funds will be a member of the Remuneration and Nomination Committee.

CEO Staff Members

We are managed on a day-to-day basis by our CEO Staff Members, including the Chief Executive Officer, the Chief Operating Officer, the Chief Technology Officer, the Chief Financial Officer, the Chief Marketing Officer, the Chief Retail and Product Officer, the Chief People Officer, the Chief Vacation Products Officer and the Chief Trading Officer (collectively, the "CEO Staff Members" or "CSM"). The CEO Staff Members have the authority and responsibility for planning, directing and controlling the activities of the Group and our companies, directly or indirectly.

The following table sets forth the name, age (as of March 31, 2021) and title of our CEO Staff Members.

Name	Age	Title
Dana Philip Dunne[(1)]	58	Chief Executive Officer
David Elízaga[(1)]	48	Chief Financial Officer
Gerrit Goedkoop	52	Chief Operating Officer
Carsten Bernhard	48	Chief Technology Officer
Frédéric Esclapez	46	Chief Marketing Officer
Lindsey Auty	36	Chief People Officer
Christoph Dieterle	40	Chief Retail and Product Officer
Andreas Adrian	40	Chief Trading Officer

(1) Executive Director.

Biographical Information

Biographical information for each of the CEO Staff Members is presented below:

Dana Philip Dunne is the Chief Executive Officer of eDreams ODIGEO. For his biographical information, see "—Directors—Biographical Information" above.

David Elízaga is the Chief Financial Officer of eDreams ODIGEO. For his biographical information, see "—Directors—Biographical Information" above.

Gerrit Goedkoop is the Chief Operating Officer of eDreams ODIGEO. Mr. Goedkoop previously served as the Chief Customer Services Officer of eDreams ODIGEO and, prior to joining eDreams ODIGEO, held positions with Liberty Global for 13 years in various customer operations and service delivery functions of which the last six years were as VP Customer Care for their European operations. Prior to joining Liberty

Global, Mr. Goedkoop spent three years with CTG providing consultancy services to large companies to optimize their customer contact strategies and management. Mr. Goedkoop received a Bachelor's Degree in International Management from The Hague University.

Carsten Bernhard is the Chief Technology Officer of eDreams ODIGEO. Prior to joining eDreams ODIGEO, Mr. Bernhard was Chief Information Officer at TUI Germany. From 2006 to 2013, Mr. Bernhard served as Chief Technology Officer at Autoscout24, where he put in place agile development and supporting processes.

Frédéric Esclapez is the Chief Marketing Officer of eDreams ODIGEO. Prior to joining eDreams ODIGEO in 2018, Mr. Esclapez was head of marketing for one of Rakuten's businesses. Rakuten is the largest e-commerce company in Japan and one of the largest e-commerce companies in the world. Prior to Rakuten, Mr. Esclapez spent over 10 years working for Bain & Company, a global management consulting firm, in the Tokyo and Paris offices. During his time in the Tokyo office, Mr. Esclapez was the leader of the Private Equity practice in Tokyo, assessing digital and non-digital businesses, and developing and implementing strategic and operational improvement programmes for a variety of companies.

Lindsey Auty is the Chief People Officer of eDreams ODIGEO. Ms. Auty joined us in 2009 and has been part of the People team that has driven the transformation of our culture and shaped our "eDO Values". In 2016, she was appointed as Head of HR—International overseeing our HR function in markets outside Spain. This year Ms. Aunty assumed the role of Chief People Officer to lead our People Team. Ms. Auty studied Genetics, Human Physiology and Psychology at the University of Pretoria in South Africa.

Christoph Dieterle is the Chief Retail and Product Officer of eDreams ODIGEO. Mr. Dieterle joined eDreams Odigeo in 2017 through the acquisition of BudgetPlaces, first as Head of Lodging Platform and then as Product Director. Before joining eDreams ODIGEO, Mr. Dieterle served as Chief Executive Officer and Chief Financial Officer in BudgetPlaces and several finance management roles at Expedia and Venere. Mr. Dieterle holds a Bachelor degree from the Berufsakademie Ravensburg (Cooperative State University).

Andreas Adrian is the Chief Trading Officer. He joined eDreams ODIGEO in 2012 as Pricing Manager and subsequently took over the role of Head of Product Management in Germany and was then appointed Director of the Northern regions as well as Country Director of Germany. He had previously worked at KPMG and holds an MPhil in Economics from the University of Cambridge.

Each CEO Staff Member can be contacted at our registered office, Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

PRINCIPAL SHAREHOLDERS

Shareholders of eDreams ODIGEO

We are a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having our registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain, incorporated on February 23, 2011, and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332.

The following table sets forth our shareholders with voting rights of 5% or more as of September 30, 2021:

Shareholders	Number of Shares	% of Shares
Permira Funds[1]	32,011,388	26.9%
Ardian Funds[2]	19,843,510	16.7%
Cairn Capital Limited	13,219,717	11.1%
Sunderland Capital Partners LP	6,371,316	5.4%
Treasury shares	7,857,211	6.6%

(1) Holding through Luxgoal 3 Sarl and Luxgoal 2 Sarl.

(2) Holding through the Ardian Vehicles.

Permira Funds

Since 1985, the Permira Funds have made over 200 private equity investments, with a total committed capital of approximately €44 billion. The Permira Funds' investment activity focuses on six core sectors: Chemicals, Consumer, Financial Services, Healthcare, Industrial Products and Services and Technology, Media and Telecommunications.

Ardian

Ardian was established in 1996 with headquarters in Paris. Ardian manages and advises over $120 billion of assets and currently has offices in 15 different countries. Funds managed by Ardian invest in a complete range of buyout asset classes including buyout, venture capital, co-investment, infrastructure, private debt, primary, early secondary and secondary funds of funds. Ardian does not have a specific industry focus, but in the past five years its main investments have been in the oil & gas, health, testing, chemical, industrial, consumer and technology, and media and telecommunications sectors. Ardian holds its interests in eDreams ODIGEO via the Ardian Vehicles.

Shareholders' Agreement

On April 3, 2014, the Permira Funds, the Ardian Funds and Javier Pérez-Tenessa de Block entered into a Shareholders' Agreement in respect of eDreams ODIGEO. eDreams ODIGEO is not a party to the Shareholders' Agreement. In addition to certain matters relating to the composition of the Board of Directors and the power of the Chief Executive Officer following completion of the initial public offering of eDreams ODIGEO in April 2014, the Shareholders' Agreement contains provisions to support an orderly and coordinated process in respect of sales of Shares of eDreams ODIGEO by the Permira Funds or the Ardian Funds.

The Shareholders' Agreement will terminate at such time that each of the Permira Funds or the Ardian Funds, in each case, together with their respective Affiliates, cease to hold at least 7.5% of the issued and outstanding Shares.

RELATED PARTY TRANSACTIONS

Transactions with Affiliates

Our Affiliates may from time to time hold or transact in the 2023 Notes and our Shares.

Management Incentives

Directors

Independent Directors on the Board of Directors receive an annual fee conditional on attendance at minimum six (6) and maximum (10) Board meetings per year plus associated committee meetings. This fee also covers attendance at the Annual Shareholders' Meeting, involvement in committee meetings, an annual "Board away day," at least one company site visit a year, meetings with the non-executive directors, shareholders' meetings, Board evaluation process meetings, as well as strategic update and training meetings. The remuneration shall be subject to periodic review by the Board. The total compensation package is adjusted on a pro rata basis in the event that the Board's duties or number of meetings exceed the expectation. The aforementioned compensation includes a fixed supplementary fee for each Independent Director holding the role of Chairman of the Board of Directors, the Audit Committee, the Remuneration and Nomination Committee.

Executive Directors and Directors appointed among candidates nominated by the Principal Shareholders are not paid any fee for their service as members of the Board of Directors.

All Directors will be reimbursed for travel and accommodation expenses incurred in the course of attendance at Board of Directors and Committee meetings, as long as they are duly justified.

See also Note 30 "Related Parties—Transactions and balances with related parties—Board of Directors" to our 2021 Consolidated Financial Statements and Note 25 "Transactions and balances with related parties—Key Management" to our H1 2022 Condensed Interim Financial Statements.

CEO Staff Members

The Executive Directors receive an annual base salary, payable monthly, for the performance of their executive role at eDreams ODIGEO. The purpose of this compensation package is to reflect the market value of the role, attract talent and reward skills and experience. The total remuneration of the Executive Directors consists of various elements, including a base salary, short-term variable remuneration (bonus) and a long term incentive Plan ("LTIP").

The variable annual cash bonus component is dependent on eDreams ODIGEO's operating results and the achievement of individual targets determined on an individual basis. The LTIP component, which consists of the 2016 LTIP and the 2019 LTIP, provides for the granting of performance stock rights ("PSRs") to certain eligible employees with the goal of incentivizing employees to continue improving our results and retaining and motivating key personnel.

The 2016 LTIP is designed to last for eight years and vests between August 2018 and February 2026 based on financial results. The 2016 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

The 2019 LTIP is designed to last for four years and is designed to vest around financial results publications between August 2022 and February 2026.

The 2019 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative 3-year periods.

For both plans, performance stock rights are conditional on meeting the financial objectives established by our Board of Directors with respect to the relevant period of the corresponding tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares. Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

The Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €63 thousand.

See also Note 23 “Share-Based Compensation” and Note 30 “Related Parties—Transactions and balances with related parties—Key Management” to our 2021 Consolidated Financial Statements and Note 25 “Transactions and balances with related parties—Key Management” to our H1 2022 Condensed Interim Financial Statements.

DESCRIPTION OF OTHER INDEBTEDNESS

The following section contains a summary of certain key terms of the Super Senior Credit Facilities and the Intercreditor Agreement. This section is intended to be a summary only and does not purport to be a complete or exhaustive description of the topics summarized.

Super Senior Facilities Agreement

Terms not defined in the following section have the meanings given to them in the Super Senior Facilities Agreement.

eDreams ODIGEO is party to a super senior revolving credit and guarantee facilities agreement, originally dated 4 October 2016 between, among others, eDreams ODIGEO as the company, an original borrower and an original guarantor (the "Company"), certain of the Company's subsidiaries as original borrowers and original guarantors, the original lenders listed therein and Société Générale, Sucursal en España as agent (the "Agent") and security agent (the "Security Agent") as amended and restated pursuant to the amendment agreement dated September 18, 2018, which amended facilities agreement was further amended and restated on the Issue Date subject to the satisfaction of certain conditions, including the completion of the offering of the Notes (the facilities agreement as amended is herein after referred to as the "Super Senior Facilities Agreement").

Super Senior Facilities

The Super Senior Facilities Agreement will provide for committed facilities of €180.0 million split into:

(a) a €180.0 million multi-currency revolving credit facility, which may be utilized by way of cash drawings, ancillary facilities and/or letters of credit (the "Revolving Credit Facility"); and

(b) a Euro denominated multi-currency guarantee facility initially with zero commitments with the ability to increase the commitments through use of the accordion feature and which may be utilized by way of bank guarantees (the "Bank Guarantee Facility"),

each with a termination date falling on the date falling one month prior to the earlier of (i) the maturity date of the Notes as at the Effective Date or (ii) the date falling 60 months after the Effective Date.

Interest Rates and Fees

The interest rate on each loan under the Super Senior Facilities Agreement for each interest period is the percentage rate per annum which is the aggregate of the applicable (a) margin (as described below), and (b) (subject to a zero floor) in relation to any loan in Euro, EURIBOR, or, in relation to any loan in a non-LIBOR currency, the benchmark rate for that currency as determined pursuant to the provisions of the Super Senior Facilities Agreement.

Pursuant to the terms of the Super Senior Facilities Agreement, the initial opening margin of 3.25% per annum for the Revolving Credit Facility is subject to a margin adjustment after the date falling three months after the Effective Date, pursuant to which the margin may be adjusted downwards based on the ratio of Gross Financial Indebtedness to Adjusted EBITDA (in each case, as defined in the Super Senior Facilities Agreement) in respect of any relevant testing period, as demonstrated in the compliance certificate required to be delivered with the annual audited financial statements and quarterly unaudited financial statements. While an event of default is continuing under the Super Senior Facilities Agreement, the margin will be the highest margin applicable to the Revolving Credit Facility.

Pursuant to the Super Senior Facilities Agreement, the Company is required to pay certain fees, including a commitment fee in respect of the available but undrawn Revolving Credit Facility commitments, as well as other fees related to issuance of letters of credit and bank guarantees.

Guarantees

Pursuant to the terms of the Super Senior Facilities Agreement, the Company and certain subsidiaries of the Company (together with the Company, the "SSRCF Guarantors") guarantee all amounts due to the lenders and other finance parties under the Super Senior Facilities Agreement and related finance documents. The guarantees granted by the SSRCF Guarantors are subject to certain guarantee limitations which are set out in the Super Senior Facilities Agreement. These guarantee limitations primarily limit the scope of the guarantees granted by the SSRCF Guarantors to ensure that they comply with the laws of the jurisdictions in which the SSRCF Guarantors are incorporated.

The Company is required to ensure that each of its Restricted Subsidiaries in which it holds directly or indirectly 90% or more of the issued ordinary share capital and which for the last Financial Year has earnings before interest, tax, depreciation and amortization (calculated on the same basis as EBITDA but on an unconsolidated basis) representing 5% or more of EBITDA (a company meeting these criteria being a "Material Company") accedes to the Super Senior Facilities Agreement as an additional guarantor. The obligation for such a Material Company to accede as a guarantor is subject to certain limitations specified in the Super Senior Facilities Agreement and does not apply to any Restricted Subsidiary which was a Material Company on the Closing Date (as defined in the Super Senior Facilities Agreement) but was not an Original Guarantor. In addition any Restricted Subsidiary that is a direct Subsidiary of the Company is required to accede as a guarantor if not already a guarantor. Such companies are required to accede within 120 days after delivery of the annual audited financial statements, beginning with the financial year ending March 31, 2023.

Security

The following security has been granted in respect of the Super Senior Facilities Agreement:

(a) an English law governed share charge dated October 4, 2016 in favor of the Security Agent by the Company over the entire issued share capital of Opodo Limited (the "Opodo Share Charge") as supplemented by (i) an English law governed supplemental share charge dated September 25, 2018 and (ii) an English law governed supplemental share charge dated on the Effective Date; and

(b) an English law governed receivables assignment dated October 4, 2016 (the "Receivables Assignment") in favor of the Security Agent by the Company over any financial indebtedness arising under any downstream intercompany loan made by the Company to Opodo Limited and each subsidiary of Opodo Limited (a "Loan Receivable") as supplemented by (i) an English law governed supplemental receivables assignment dated 25 September 2018 and (ii) an English law governed supplemental receivables assignment dated on the Effective Date.

If, pursuant to a Permitted Transaction, the Company holds the entire issued share capital of a company other than Opodo Limited, the Super Senior Facilities Agreement also requires the Company to grant security over (i) the shares in that direct wholly-owned Subsidiary and (ii) the receivables arising from any downstream intercompany loans made by the Company to any subsidiary of the Company from time to time, in each case, within 10 days of the completion of the transaction pursuant to which the Company became the sole shareholder of such Subsidiary (together with the Opodo Share Charge and the Receivables Assignment, the "Transaction Security").

The Transaction Security will secure all Secured Obligations (as defined in the Intercreditor Agreement). The Transaction Security granted by the Company will secure the borrowing and guarantee obligations of the Obligor granting the security owed under (i) the Super Senior Facilities Agreement, (ii) the Notes, (iii) any other Credit Facility Documents and Pari Passu Documents and (iv) certain Hedging Agreements (as such terms are defined in the Intercreditor Agreement).

The Transaction Security will rank in the order described in the section titled "*Intercreditor Agreement*" below.

Undertakings

The Super Senior Facilities Agreement contains a number of positive and negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of each Obligor (and in certain cases, other members of the Group) to, among other things:

- repay, prepay, or otherwise redeem the Notes or offer to do so; and
- incur additional super senior debt.

There are also restrictive covenants in the Super Senior Facilities Agreement which substantially follow the terms of the Indenture and, subject to certain customary and other agreed exceptions, restrict the ability of the Company and its Restricted Subsidiaries to, among other things:

- make certain restricted payments, including dividends and other distributions with respect to shares in the Company or its Restricted Subsidiaries;
- incur or guarantee additional indebtedness and issue certain preferred stock;

- create or permit to subsist any liens over any of its assets other than certain categories of permitted liens;
- enter into arrangements that impose encumbrances or restrictions on the ability of the Company's Restricted Subsidiaries to pay dividends, make other payments or transfer assets to the Company or any Restricted Subsidiaries;
- consolidate, merge or transfer all or substantially all of its assets on a consolidated basis;
- engage in certain transactions with affiliates;
- dispose of assets or equity interests, and make acquisitions of assets, similar businesses or voting stock;
- guarantee the payment of other indebtedness;
- impair the Transaction Security; and
- in respect of the Company, engage in business, undertake activities, own assets or incur liabilities.

The Super Senior Facilities Agreement also includes a restrictive covenant that, subject to limited exceptions, prior to September 30, 2022 the Company shall not declare or pay any dividend or make any other payment or distribution on account of the Company's Equity Interests, or purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Company.

In addition to the undertakings listed above, the Super Senior Facilities Agreement contains a number of information undertakings.

Financial Covenants

The Super Senior Facilities Agreement contains financial covenants that require the Group to ensure that, (i) the ratio of Gross Financial Indebtedness as at the end of each testing period to Adjusted EBITDA in respect of such testing period does not exceed 6.00:1 (the "Adjusted Gross Leverage Financial Covenant"), and (ii) prior to September 30, 2022, the Groups' Liquidity on each Quarter Date is not less than EUR 25,000,000.

The first testing period in respect of which the Adjusted Gross Leverage Financial Covenant may be tested is the testing period ending on September 30, 2022. The Adjusted Gross Leverage Financial Covenant is only tested in respect of a testing period if, on the last day of such testing period, the aggregate principal amount of outstanding loans (excluding any outstandings under any letter of credit, bank guarantee or ancillary facility) exceeds 40% of the total commitments under the Super Senior Facilities Agreement.

A breach of the Adjusted Gross Leverage Financial Covenant will result in a drawstop under the Super Senior Facilities Agreement and will be subject to an equity cure right.

Repayments

Each loan under the Revolving Credit Facility is required to be repaid on the last day of each interest period, provided however that loans may be redrawn by way of cashless rollover subject to the terms and conditions set out in the Super Senior Facilities Agreement. All outstanding loans under the Revolving Credit Facility and any outstanding letters of credit and bank guarantees are required to be repaid in full on the Termination Date.

Prepayments

Subject to certain conditions, the Company or the other borrowers under the Super Senior Facilities Agreement may voluntarily cancel any available commitments under, or voluntarily prepay any outstanding utilizations, by giving three business days' prior notice to the Agent. Any Revolving Credit Facility utilizations that are prepaid may (subject to the terms of the Super Senior Facilities Agreement) be reborrowed.

A Change of Control will trigger a 30 day consultation period with the lenders under the Super Senior Facilities Agreement. At the end of such consultation period, each lender who does not wish to continue being a lender under the Super Senior Facilities Agreement may (by notice to the Agent) request prepayment of all amounts owed to it. The Agent is required to promptly notify the Company of all such

notices received from lenders. Any lender who makes such a request must be prepaid within five business days of the date of notification and all of such lender's commitments will be cancelled. The Super Senior Facilities will be automatically cancelled and be immediately repayable upon a sale of all or substantially all of the assets of the Group to a third party.

A "Change of Control" will occur (i) if any person or group of persons (other than one or more Permitted Holders) acting in concert gain control of the Company (where "control" means holding beneficially 50.01% or more of the issued share capital of the Company with voting rights), or (ii) upon the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person or any group (other than one or more Permitted Holders) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting stock of the Company, measured by voting power rather than number of shares.

Events of Default

The Super Senior Facilities Agreement contains events of default customary for financings of this nature (with customary and agreed thresholds and carve-outs), including but not limited to non-payment of principal, interest or other payments, breach of other obligations, misrepresentation, cross default to financial indebtedness of a member of the Restricted Group in excess of €50 million, an event of default under the Notes, unlawfulness and invalidity, breach of the Intercreditor Agreement, repudiation and rescission, creditors' process and judgment debt of €50 million (subject to an EBITDA grower component) which is not paid, discharged or stayed for a period of 60 days.

In addition, certain events of default under the Super Senior Facilities Agreement follow the terms of the Indenture in respect of bankruptcy, insolvency or insolvency proceedings or other similar events, and also apply to all borrowers under the Super Senior Facilities Agreement.

The occurrence of an event of default which is continuing will allow the lenders under the Super Senior Facilities Agreement to cancel available commitments under the Super Senior Facilities Agreement, declare all amounts owed under the Super Senior Facilities Agreement to be due upon demand and/or demand immediate repayment of all amounts owed under the Super Senior Facilities Agreement.

Intercreditor Agreement

Terms not defined in the following section, or in the section "—Super Senior Facilities Agreement" above, have the meanings given to them in the Intercreditor Agreement.

The Company and each subsidiary of the Company which is an original borrower and/or an original guarantor under the Super Senior Facilities Agreement and/or a guarantor of the Notes in their capacities as original debtors and, with respect to the Company and certain subsidiaries of the Company, in their capacities as original intra-group lenders, the Trustee in its capacity as the senior secured note trustee, the Agent in its capacity as revolving agent, the Security Agent, the lenders and arrangers under the Super Senior Facilities Agreement and certain hedge counterparties are party to an Intercreditor Agreement (originally dated October 4, 2016 as amended and restated pursuant to the amendment agreement dated September 25, 2018, which will be further amended and restated on the Issue Date) to establish the relative rights of certain of the Group's creditors including creditors under the Super Senior Facilities Agreement and the Indenture and creditors of any other Super Senior Liabilities and Pari Passu Liabilities (each as defined below).

The Intercreditor Agreement is governed by English law and sets out:

- the ranking of indebtedness under (i) the Super Senior Facilities Agreement and other credit facilities which replace the Super Senior Facilities Agreement (together the "Credit Facility Liabilities"), (ii) hedging obligations in respect of interest rates under any Notes bearing a floating interest rate (including Additional Notes bearing a floating interest rate) (the "Super Senior Hedging Liabilities" and, together with the Credit Facility Liabilities, the "Super Senior Liabilities"), and (iii) the Indenture, any other *pari passu* debt and other interest rate, exchange rate and commodity pricing hedging obligations which do not constitute Super Senior Hedging Liabilities (together the "Pari Passu Liabilities") (the creditors to whom such Super Senior Liabilities and Pari Passu Liabilities are owed being the "Primary Creditors");
- when payments can be made in respect of certain indebtedness;
- the postponement and subordination of the Subordinated Liabilities and the Intra-Group Liabilities (each as defined in the Intercreditor Agreement);

- the ranking of the Transaction Security;
- the procedure for, and restrictions on, enforcement of Transaction Security and any guarantees granted in favor of the Primary Creditors and the application of proceeds resulting from such enforcement;
- the types of disposals permitted under distressed and non-distressed scenarios and the Security Agent's authority to release the Transaction Security and guarantees granted in favor of the Primary Creditors in case of a distressed and non-distressed disposal; and
- turnover provisions.

The following description is a summary of certain provisions contained in the Intercreditor Agreement. It does not restate the Intercreditor Agreement in its entirety and as such, we urge you to read that document because it, and not the discussion that follows, defines certain rights (and restrictions on entitlement)of the holders of the Notes and other Primary Creditors.

The Indenture will also provide that by accepting a Note, each Noteholder shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement.

Priority of Debts

The Intercreditor Agreement provides that the Super Senior Liabilities and the Pari Passu Liabilities will rank pari passu and without any preference between them and in priority to any Intra-Group Liabilities and Subordinated Liabilities. The Intercreditor Agreement does not purport to rank any of the Subordinated Liabilities and the Intra-Group Liabilities as between themselves.

Permitted Payments

Under the terms of the Intercreditor Agreement, at any time prior to an acceleration event, the debtors may make payments in respect of the Credit Facility Liabilities in accordance with the terms of the Credit Facility Documents.

In addition, at any time prior to an acceleration event, debtors may make payments in respect of the obligations under the Notes in accordance with the terms of the Indenture and in respect of other Pari Passu Liabilities in accordance with the terms of the relevant Pari Passu Documents.

Further, at any time prior to an acceleration event, the debtors may make payments in respect of the Super Senior Hedging Liabilities and Pari Passu Hedging Liabilities then due in accordance with the terms of the Hedging Agreements.

Ranking of Security

The Intercreditor Agreement provides that the Transaction Security shall rank and secure the Super Senior Liabilities and the Pari Passu Liabilities *pari passu* and without any preference between them.

Enforcement Instructions

The Intercreditor Agreement sets out procedures for enforcement of the Transaction Security.

If either the Super Senior Creditors whose Super Senior Credit Participations aggregate more than 66.67% of the total Super Senior Participations (the "Majority Super Senior Creditors") or the Pari Passu Creditors whose Pari Passu Credit Participations aggregate more than 50% of the total Pari Passu Credit Participations (the "Majority Pari Passu Creditors") wish to enforce the Transaction Security, then the creditor representative of such group of creditors (and, if applicable, the hedge counterparties) must deliver a copy of their proposed enforcement instructions (the "Initial Enforcement Notice") to the Security Agent who shall promptly forward the Initial Enforcement Notice to each creditor representative and each hedge counterparty which did not deliver such Initial Enforcement Notice.

The Instructing Group may give or refrain from giving instructions to the Security Agent to take enforcement action as they see fit. The Security Agent may refrain from enforcing the Transaction Security unless instructed by an Instructing Group. For the purposes of this section, "Instructing Group" shall mean:

(a) subject to paragraph (b) below, the Majority Pari Passu Creditors;

(b) prior to the discharge in full of the Super Senior Liabilities, the Majority Super Senior Creditors:

(i) in the event that the Super Senior Liabilities have not been fully discharged within six months from the date that an Initial Enforcement Notice was issued by the Majority Pari Passu Creditors, or a period of no less than three months has elapsed since an Initial Enforcement Notice was issued by the Majority Pari Passu Creditors and the Majority Pari Passu Creditors have not made a determination as to the method of enforcement or appointed a financial adviser to assist them in making such a determination;

(ii) if an insolvency event is continuing with respect to a debtor and to the extent the Majority Super Senior Creditors elect to provide enforcement instructions; or

(iii) (A) if the Majority Pari Passu Creditors have not made a determination as to the method of enforcement or appointed a financial adviser to assist them in making such a determination, and (B) the Majority Super Senior Creditors determine in good faith that a delay in issuing enforcement instructions could reasonably be expected to have a material adverse effect on the ability to effect a distressed disposal or on the expected realization proceeds, and they deliver enforcement instructions which they reasonably believe to be consistent with the enforcement principles set out in the Intercreditor Agreement (the "Enforcement Principles") and necessary or advisable to enhance the prospects of achieving the enforcement objectives before the Security Agent receives any enforcement instructions from the Majority Pari Passu Creditors.

If Transaction Security is being enforced according to the terms described in this section, the Security Agent shall enforce the Transaction Security in such manner as (i) the Instructing Group shall instruct (provided that any such instructions are consistent with the Enforcement Principles) or (ii) in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate and consistent with the Enforcement Principles.

After the Security Agent has commenced enforcement of any Transaction Security following the instructions of an Instructing Group, it will not be required to accept any subsequent instructions from anyone other than that Instructing Group as to the enforcement of that Transaction Security (other than as set out in paragraph (b)(i) above).

Application of Proceeds

All amounts received or recovered by the Security Agent pursuant to the terms of the relevant debt documents or in connection with the realization or enforcement of Transaction Security shall be applied in the following order of priority:

(i) first, in discharging any sums owing to the Security Agent, any receiver or any delegate and in payment of all costs and expenses incurred by each creditor representative of each creditor group;

(ii) second, in discharging all costs and expenses incurred by any Primary Creditor in connection with any realization or enforcement of the Transaction Security taken in accordance with the terms of the Intercreditor Agreement or any action taken at the request of the Security Agent under the further assurance provisions;

(iii) third, in payment or distribution to:

(i) each creditor representative of a Credit Facility on its own behalf and on behalf of the Credit Facility Creditors for which it is the creditor representative; and

(ii) the Super Senior Hedge Counterparties,

for application towards the discharge of:

(A) the Credit Facility Liabilities (in accordance with the terms of the Credit Facility Documents) on a pro rata basis between Credit Facility Liabilities incurred under separate Credit Facility Agreements; and

(B) the Super Senior Hedging Liabilities on a pro rata basis between the Super Senior Hedging Liabilities of each Super Senior Hedge Counterparty,

on a pro rata basis between paragraph (A) and (B) above;

(iv) fourth, in payment or distribution to:

(i) the creditor representatives in respect of any Pari Passu Liabilities on its own behalf and on behalf of the Pari Passu Creditors for which it is the creditor representative; and

(ii) the Pari Passu Hedge Counterparties,

for application towards the discharge of:

(A) the Pari Passu Liabilities (in accordance with the terms of the relevant Pari Passu Documents) on a pro rata basis between Pari Passu Liabilities under separate Pari Passu Facility Agreements; and

(B) the Pari Passu Liabilities (in accordance with the terms of the relevant Pari Passu Documents) on a pro rata basis between Pari Passu Liabilities under separate Pari Passu Note Indentures; and

(C) the Pari Passu Hedging Liabilities on a pro rata basis between the Pari Passu Hedging Liabilities of each Pari Passu Hedge Counterparty,

on a pro rata basis between paragraph (A), paragraph (B) and paragraph (C) above;

(v) fifth, if none of the debtors is under any further actual or contingent liability under any Credit Facility Document, Hedging Agreement or Pari Passu Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any debtor; and

(vi) sixth, the balance, if any, in payment or distribution to the relevant debtors.

Distressed and Non-distressed Disposals

The Security Agent is authorized (without the requirement to obtain any further consent or authorization from any Primary Creditor) to release from the Transaction Security, and any other claim relating to a Debt Document over that asset, any asset that is the subject of a disposal not prohibited by any Credit Facility Document and any Pari Passu Document which is not a Distressed Disposal.

A "Distressed Disposal" means a disposal effected (i) by way of enforcement of the Transaction Security; (ii) at the request of the Instructing Group in circumstances where the Transaction Security has become enforceable; or (iii) after a distress event by a debtor to a person who is not a Group member.

If a Distressed Disposal is being effected, to the extent permitted by applicable law, the Security Agent is authorized to:

(a) to release the Transaction Security or any other claim over the relevant asset;

(b) if the asset which is disposed of consists of shares in the capital of a debtor, to release (i) that debtor and any of its subsidiaries from all or part its borrowing, guaranteeing or other liabilities, (ii) any Transaction Security granted by that debtor or any of its subsidiaries over any of its assets, and (iii) any other claim of a debtor, Subordinated Creditor or intra-group lender over such debtor's or its subsidiaries' assets;

(c) if the asset which is disposed of consists of shares in the capital of any holding company of a debtor, to release (i) such holding company and any of its subsidiaries from all or any part of its borrowing, guaranteeing or other liabilities, (ii) any Transaction Security granted by any subsidiary of that holding company over any of its assets, and (iii) any other claim of a debtor, Subordinated Creditor or intra-group lender over the assets of any subsidiary of that holding company;

(d) if the asset which is disposed of consists of shares in the capital of a debtor or any holding company of a debtor, to dispose of all of any part of the liabilities or the debtor's intra-group receivables owed by that debtor or holding company or any subsidiary of that debtor or holding company; and

(e) if the asset which is disposed of consists of shares in the capital of a debtor or holding company of a debtor, to transfer liabilities and intra-group receivables owed by that debtor or holding company and any of their subsidiaries.

Intra-Group Liabilities

Pursuant to the Intercreditor Agreement, the Company and its subsidiaries party thereto that are creditors in respect of certain intra-Group debt (the "Intra-Group Liabilities") have agreed to subordinate such Intra-Group Liabilities to the Super Senior Liabilities and the Pari Passu Liabilities.

Neither the Company nor any of its subsidiaries that are creditors in respect of Intra-Group Liabilities may accept the benefit of any security, guarantee, indemnity or other assurance against loss in respect of

Intra-Group Liabilities unless such action is not prohibited under the Credit Facility Agreement(s) and the Pari Passu Documents. Neither the Company nor any other subsidiary may make any payment, prepayment, repayment or otherwise acquire or discharge any Intra-Group Liabilities if a distress event has occurred unless the required Super Senior Creditors and the required Pari Passu Creditors consent or such action is undertaken to facilitate repayment or prepayment of debt owed to the Primary Creditors.

Subordinated Liabilities

Pursuant to the Intercreditor Agreement, certain shareholders or affiliates of the Company which are not members of the Group may accede to the Intercreditor Agreement as Subordinated Creditors with respect to any loan or other indebtedness made available to the Company which constitutes an Equity Contribution (as defined in the Super Senior Facilities Agreement or any equivalent provision of any other Credit Facility Agreement) and/or Subordinated Shareholder Debt (as defined in the Indenture or any equivalent provision of any other Pari Passu Note Indenture) (the "Subordinated Liabilities"). Any Subordinated Liabilities shall be subordinated to the Super Senior Liabilities and the Pari Passu Liabilities. The Company and other debtors may make payments in respect of the Subordinated Liabilities provided that such payments are (i) not prohibited by the Credit Facility Agreement(s) and the Pari Passu Documents or (ii) to the extent the payment is so prohibited, the relevant creditor representative consents to that payment being made.

No Subordinated Creditor may accept the benefit of any security, guarantee, indemnity or other assurance against loss in respect of any Subordinated Liabilities prior to the first date on which all liabilities owed to the Primary Creditors have been discharged.

Turnover

Subject to certain exceptions, if any Primary Creditor receives or recovers any enforcement proceeds not received or recovered as part of the application of enforcement proceeds or by way of set-off, except as permitted pursuant to the terms of the Intercreditor Agreement, such creditor shall hold such payment in trust for the Security Agent and promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

Subject to certain exceptions, if any other creditor party to the Intercreditor Agreement receives or recovers a payment which is not a permitted payment or made in accordance with the agreed order of application, except as permitted pursuant to the terms of the Intercreditor Agreement, such creditor shall hold such payment in trust for the Security Agent and promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

In relation to amounts received or recovered by way of set-off, such aforementioned creditors shall promptly pay over such amounts to the Security Agent for application in accordance with the Intercreditor Agreement.

Option to Purchase: Pari Passu Creditors

After the occurrence of a distress event, some or all Pari Passu Noteholders and Pari Passu Lenders may, subject to certain conditions, acquire, or procure the acquisition of, all (but not part only) of the rights and obligations of the Credit Facility Creditors in respect of the Credit Facility Liabilities.

Any such purchase will be on terms which will include, without limitation, payment in full in cash of an amount equal to the Credit Facility Liabilities including cost and expenses incurred by the relevant Credit Facility Agent and the relevant Credit Facility Lenders; after the transfer, no Credit Facility Lender being under any actual or contingent liability to any debtor under the relevant Debt Documents; the purchasing Pari Passu Noteholders and Pari Passu Lenders indemnifying each Credit Facility Lender for all losses which may be sustained or incurred as a result of any sum received or recovered being paid back by or clawed back from any Credit Facility Lender for any reason; and the relevant transfer being without recourse to, or warranty from, any Credit Facility Lender.

Primary Creditors

Whilst the liabilities under the Super Senior Facilities Agreement remain outstanding, no other super senior Credit Facility can be put in place. The Intercreditor Agreement contemplates that, after discharge of the Super Senior Facilities Agreement, one or more Credit Facilities ranking super senior to the Notes may be made available, subject to satisfaction of certain conditions and to the extent permitted under the Indenture and other relevant Debt Documents.

The Intercreditor Agreement contemplates that in addition to the Notes, other notes, bonds or debt securities may be issued and loans, credit or debit facilities may be made available, in each case on a *pari passu* basis with the Notes, subject to satisfaction of certain conditions and to the extent permitted under the Indenture and other relevant Debt Documents.

DESCRIPTION OF THE NOTES

You can find the definitions of certain terms used in this description under the caption "—*Certain Definitions*." In this description, the word "Company" refers to eDreams ODIGEO S.A. and not to any of its subsidiaries.

The Company issued €375.0 million aggregate principal amount of 5.50% senior secured notes due 2027 (the "*Notes*") under an Indenture (the "*Indenture*") dated the Issue Date among itself, the Guarantors (as defined below), Deutsche Trustee Company Limited, as the trustee (in such capacity, the "*Trustee*"), Société Générale, as Security Agent, Deutsche Bank AG, London Branch, as paying agent and transfer agent, and Deutsche Bank Luxembourg S.A., as registrar, and pursuant to a public deed of issuance (*escritura de emisión*) to be granted pursuant to Spanish law on or before the Issue Date. The Notes will be issued in a private transaction that is not subject to the registration requirements of the Securities Act. The Indenture will not incorporate or include any of the provisions of the U.S. Trust Indenture Act of 1939, as amended. See "*Notice to Investors*." The terms of the Notes are subject to the provisions of the Indenture.

The following description is a summary of the material provisions of the Indenture and certain provisions of the Intercreditor Agreement. It does not restate the Indenture or the Intercreditor Agreement in their entirety. We urge you to read the Intercreditor Agreement attached hereto because it, along with the Indenture, and not this description, defines your rights as a holder of the notes. A copy of the Indenture is available upon request as set forth under "*Where You Can Find More Information*." Certain defined terms used in this description but not defined below under the caption "—*Certain Definitions*" have the meanings assigned to them in the Indenture.

The registered holder of a Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the Indenture.

In accordance with applicable Spanish law, the Company will grant, on or prior to the Issue Date, before a Spanish notary public, a public deed relating to the issuance of the Notes (the "*Spanish Deed of Issuance*") that will be presented for registration with the Commercial Registry of Madrid, on the Issue Date.

There is currently no public market for the Notes. Application has been made to list the Notes on the Official List of the LxSE and to trade on the Euro MTF Market of that exchange. There are no assurances that the Notes will be admitted to the Official List of the LxSE. The Company may also choose to list on another recognized stock exchange.

For purposes of any covenant summarized herein, any reference to an amount in "€" shall mean, in respect of any amount in any currency other than euro, the Euro Equivalent thereof.

Brief Description of the Notes and the Note Guarantees

The Notes

The Notes:

- are senior secured obligations of the Company;
- are secured as set forth below under the caption "—*Security*", but holders of Notes will receive proceeds from the enforcement of the security over the Collateral only after all obligations under the Super Senior Credit Facilities and certain Hedging Obligations, if any, have been paid in full;
- rank senior in right of payment to any and all future obligations of the Company that are subordinated to the Notes;
- rank *pari passu* in right of payment with all existing and future unsecured Indebtedness of the Company that is not subordinated to the Notes;
- rank *pari passu* in right of payment with the Super Senior Credit Facilities;
- are structurally subordinated to all Indebtedness, other obligations and claims of holders of preferred stock of the Company's subsidiaries that are not Guarantors;
- are effectively subordinated to all of the Company's existing and future obligations that are secured by property or assets of the Company to the extent of the value of the property or assets securing such obligations, unless such property or assets also secure the Notes on an equal and ratable or priority basis; and

- are fully and unconditionally guaranteed by the Guarantors, as described under the caption "*—The Note Guarantees*."

On the Issue Date, the Company's only material assets are (1) the Loan Receivables (as defined below) and (2) 100% of the Capital Stock in Opodo Limited.

The Company will grant security over 100% of the Capital Stock in Opodo Limited or the direct Subsidiary of the Company (other than Opodo Limited), as applicable, to secure the Notes.

As of September 30, 2021, after giving pro forma effect to the Refinancing, we would have had total financial liabilities, including the Notes, of 445.2 million.

The Note Guarantees

The Notes are initially guaranteed by Opodo Limited, Go Voyages, Liligo, Go Voyages Trade, eDreams Srl, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams, Inc. and eDreams Gibraltar and may, in the future, be guaranteed by additional Restricted Subsidiaries (each such guarantee, a "*Note Guarantee*"). A Note Guarantee given by a Guarantor may be released in certain circumstances described herein.

Each Note Guarantee:

- is a senior unsecured obligation of such Guarantor;
- ranks *pari passu* in right of payment with all existing and future Indebtedness of such Guarantor that is not subordinated to such Guarantor's Note Guarantee (including such Guarantor's obligations under the Super Senior Credit Facilities);
- ranks senior in right of payment to any future Indebtedness of such Guarantor that is subordinated in right of payment to such Guarantor's Note Guarantee;
- is effectively subordinated to such Guarantor's existing and future obligations that are secured by property or assets of such Guarantor to the extent of the value of the property or assets securing such obligations unless such property or assets also secure such Guarantor's Note Guarantee on an equal and ratable or priority basis; and
- is structurally subordinated to all existing and future obligations of any of such Guarantor's subsidiaries that do not guarantee the Notes.

As of the Issue Date, all of the Company's Subsidiaries will be "Restricted Subsidiaries." However, under the circumstances described under the caption "*—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries*," the Company will be permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." The Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the Indenture.

Not all of the Company's Subsidiaries will initially guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any non-guarantor Subsidiaries, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Company. The Company is a holding company dependent upon the cash flow of its operating company subsidiaries in order to satisfy its obligations under the Notes.

Under the terms of the Intercreditor Agreement, the proceeds from any enforcement of the Collateral securing the Notes and any payment received by a holder of Notes constituting Enforcement Proceeds (as defined in the Intercreditor Agreement) with respect to the Collateral will be required to be applied to repay indebtedness outstanding under the Super Senior Credit Facilities and certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) in priority to the Notes. See "*—Intercreditor Agreement*." In addition, under the terms of the Intercreditor Agreement, the liabilities in respect of the Super Senior Credit Facilities and certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis) will receive priority to obligations under the Note Guarantees with respect to any proceeds received from an enforcement of the Collateral or any proceeds turned over in respect of payments made in respect of the Super Senior Credit Facilities and certain Hedging Obligations or the Notes constituting Enforcement Proceeds (as defined in the Intercreditor Agreement) with respect to the Collateral.

The Guarantors, as at the Issue Date, will consist of certain of the Company's subsidiaries incorporated in Australia, England and Wales, France, Gibraltar, Italy, Spain, Sweden and the United States. The Guarantors include both operating companies and various intermediate holding companies. As of September 30, 2021, the Guarantors and the Company, taken as a whole, represented approximately 96% of our consolidated assets and for the year ended September 30, 2021 represented approximately 90% of our Consolidated EBITDA. As of September 30, 2021, on a pro forma basis after giving effect to the Refinancing, the Company's subsidiaries that do not guarantee the Notes would have had no Indebtedness outstanding. In addition, due to limitations under applicable law, the Guarantees provided by Liligo, Go Voyages Trade, Vacaciones eDreams, eDreams Srl and eDreams International are expected to be effectively limited to zero. See "*Risk Factors—Risks Related to the Notes and the Notes Guarantees—The granting of the Guarantees may be restricted by local law*" and "*Limitations on the Validity and Enforceability of the Guarantees and Security Interests*".

In addition, pursuant to the covenant described under the caption "*—Certain Covenants—Additional Note Guarantees*," subject to certain exceptions, any Restricted Subsidiary (i) that after the Issue Date is or becomes a Material Subsidiary (except for Restricted Subsidiaries which are Material Subsidiaries at the Issue Date but not Guarantors at the Issue Date and Restricted Subsidiaries that are not 90% or more owned by the Company) or (ii) that guarantees certain Indebtedness of other entities, will also be required to become a Guarantor.

The Note Guarantees are joint and several obligations of the Guarantors. The obligations of the Guarantors will be contractually limited under the applicable Note Guarantee to reflect limitations under applicable law with respect to maintenance of share capital, corporate benefit, fraudulent conveyance and other legal restrictions applicable to the Guarantors and their respective shareholders, directors and general partners. For a description of such limitations, see "*Risk Factors—Risks Related to the Notes and the Note Guarantees—The granting of the Guarantees may be restricted by local law*." See also "*Risk Factors—Risks Related to the Notes and the Note Guarantees—Fraudulent conveyance laws may limit your rights as a holder of notes*."

Release of Note Guarantees

The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of such Guarantor (including by way of merger, consolidation, amalgamation or combination) to a Person that is not (either before or after giving effect to such transaction) the Company or any Restricted Subsidiary, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture, and all obligations of such Guarantor with respect to Indebtedness under the Super Senior Credit Facilities are also released;

(2) in connection with any sale of all of the Capital Stock of such Guarantor held by the Company or any Restricted Subsidiary (or of all of the Capital Stock of any direct or indirect parent company of such Guarantor held by the Company or any Restricted Subsidiary) to a Person that is not (either before or after giving effect to such transaction) the Company or any Restricted Subsidiary that results in such Guarantor ceasing to be a Restricted Subsidiary, if the sale does not violate the "Asset Sale" provisions of the Indenture, and all obligations of such Guarantor with respect to Indebtedness under the Super Senior Credit Facilities are also released;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture;

(4) upon legal defeasance or covenant defeasance or discharge of the Notes as described under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;"

(5) as described under the caption "—Amendment, Supplement and Waiver;"

(6) in the case of a Note Guarantee granted pursuant to the covenant described under the caption "—Certain Covenants—Additional Note Guarantees," upon the discharge of the Indebtedness or the release and discharge of the guarantee that gave rise to the obligation to guarantee the Notes;

(7) with respect to any Guarantor, upon written notice by the Company to the Trustee, as part of a Permitted Reorganization; or

(8) in accordance with an enforcement action pursuant to the Intercreditor Agreement and any Additional

Intercreditor Agreement. See "—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries".

No release and discharge of a Note Guarantee will be effective against the Trustee, the Security Agent or the holders of Notes until the Company shall have delivered to the Trustee and the Security Agent an Officer's Certificate stating that all conditions precedent provided for in the Indenture, the credit agreement governing the Super Senior Credit Facilities, the Intercreditor Agreement or the Security Documents relating to such release and discharge have been satisfied and that such release and discharge is authorized and permitted under the Indenture, the credit agreement governing the Super Senior Credit Facilities, the Intercreditor Agreement or the Security Documents and the Trustee shall be entitled to rely on such Officer's Certificate absolutely and without further verification or inquiry. At the request and expense of the Company, the Trustee, or the Security Agent, as applicable, will execute any documents reasonably required in order to evidence or effect such release, discharge and termination in respect of such Note Guarantee. Neither the Company, the Trustee, the Security Agent nor any Guarantor will be required to make a notation on the Notes to reflect any such release, termination or discharge.

Security

The Collateral

(a) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over the issued share capital of Opodo Limited by the Company (the "*Opodo Share Pledge*") or over the entire issued share capital of the direct Subsidiary of the Company (other than Opodo Limited) (the "*Direct Subsidiary Share Pledge*"), as applicable; and

(b) The Notes will be secured by security interests granted on a first-priority basis (but any distribution of the proceeds from the enforcement thereof will be contractually junior to the lenders under the Super Senior Credit Facilities and the counterparties under certain Hedging Obligations (or, following discharge of the Super Senior Credit Facilities, certain other indebtedness permitted under the Indenture to be incurred on a super priority basis)) over any Loan Receivables of the Company (together, the "*Receivables Pledge*" and, together with the assets pledged under the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) and the assets pledged under the Receivables Pledge, the "*Collateral*").

The Indenture will provide that the Collateral shall be granted substantially concurrently with the grant of such Collateral to secure the obligations under the Super Senior Credit Facilities within 60 days of the Issue Date.

Subject to certain conditions, including compliance with the covenant described under the caption "*—Certain Covenants—Liens*," the Company is permitted to pledge or cause its Subsidiaries to pledge the Collateral in connection with future incurrence of Indebtedness, including issuances of Additional Notes, to the extent permitted under the Indenture. The Collateral can also be released from the Liens of the Security Documents under certain circumstances. See "*—Release of Security Interests*" below.

Administration of Collateral and Enforcement of Liens

The Collateral will be administered by a Security Agent pursuant to the terms of the Security Documents and the Intercreditor Agreement for the benefit of all holders of the Notes, the finance parties under the Super Senior Credit Facilities, the counterparties under certain Hedging Obligations and certain other future secured creditors pursuant to the Intercreditor Agreement. For a description of the Intercreditor Agreement, see "*Description of Other Indebtedness—Intercreditor Agreement*."

The ability of holders of the Notes to realize upon the Collateral will be subject to various bankruptcy law limitations in the event of the Company's bankruptcy and various limitations on enforcement contained in the Intercreditor Agreement. See "*Risk Factors—Risks Related to the Notes and the Note Guarantees—Fraudulent conveyance laws may limit your rights as a holder of notes*" and "*Risk Factors—Risks Related to the Notes and the Note Guarantees—Local insolvency laws may not be as favorable to you as the insolvency laws of another jurisdiction with which you may be more familiar*."

The rights of the holders of the Notes with respect to the Collateral must be exercised by the Security Agent. Because the holders of the Notes are not a party to the Security Documents, holders may not, individually or collectively, take any direct action to enforce any rights in their favor under the Security Documents. The holders may only act through the Security Agent. The Security Agent will agree to any release of the security interest created by the Security Documents in accordance with terms of the Indenture and the Intercreditor Agreement without requiring any consent of the holders of the Notes. Subject to the terms of the Intercreditor Agreement, the holders of the Notes will, in certain circumstances, share in or have the ability to direct the Trustee to direct the Security Agent to commence enforcement action under the Security Documents. However, in enforcing the Liens provided for under the Security Documents, the Security Agent will take direction from the Trustee (subject to the terms of the Intercreditor Agreement). See "*Description of Other Indebtedness—Intercreditor Agreement*."

Subject to the terms of the Security Documents, until the acceleration of amounts due under the Notes in accordance with the Indenture, the Company and other pledgors will be entitled to exercise any and all voting rights in a manner which does not materially adversely affect the validity or enforceability of the Liens created under the Security Documents or the value of the Collateral and to receive and retain any and all cash dividends, stock dividends, liquidating dividends, non-cash dividends, shares of stock resulting from stock splits or reclassifications, rights issue, warrants, options and other distribution (whether similar or dissimilar to the foregoing) in respect of the shares that are part of the Collateral.

The value of the Collateral securing the Notes may not be sufficient to satisfy their respective obligations under the Notes and the Collateral may be reduced or diluted under certain circumstances, including the issuance of Additional Notes or other future incurrences of Indebtedness and the disposition of assets comprising the Collateral, subject to the terms of the Indenture.

No appraisals of the Collateral have been prepared by or on behalf of the Company, the Guarantors, the Security Agent or the Trustee in connection with this issuance of the Notes. There can be no assurance that the proceeds of any sale of Collateral, in whole or in part, pursuant to the Intercreditor Agreement and the Security Documents following an Event of Default, would be sufficient to satisfy the amounts due on the Notes. By its nature, all of the Collateral is likely to be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral would be sold in a timely manner or at all.

The Security Documents entered into on the Issue Date are governed by the laws of England and Wales and the Security Documents entered into in connection with any Direct Subsidiary Share Pledge will be governed by the laws of the jurisdiction of incorporation of the relevant direct Subsidiary of the Company.

Release of Security Interests

All of the Liens granted under the Security Documents will be automatically and unconditionally released in accordance with the terms and conditions in the Indenture upon Legal Defeasance or Covenant Defeasance as described under the caption "*—Legal Defeasance and Covenant Defeasance*," if all obligations under the Indenture are discharged in accordance with the terms of the Indenture or as otherwise permitted in accordance with the Indenture, including but not limited to the covenant described under the caption "*—Certain Covenants—Impairment of Security Interest*," the Security Documents and the Intercreditor Agreement.

The Liens on any Collateral granted in the Security Documents will be released:

(1) in connection with any sale or other disposition of such Collateral, if the sale or other disposition does not violate the Indenture, and all liens on such Collateral securing Indebtedness under the Super Senior Credit Facilities are also released;

(2) to the extent that such Collateral is sold or otherwise disposed of pursuant to an enforcement of the security over such Collateral under the applicable Security Document(s) in accordance with the Intercreditor Agreement;

(3) as described under the caption "—Amendment, Supplement and Waiver";

(4) to the extent permitted by the terms of the Indenture, the Security Documents or the Intercreditor Agreement (or any Additional Intercreditor Agreement), as part of any Permitted Reorganization; or

(5) in connection with a transaction permitted by the covenant described under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets."

The Security Agent will take all reasonable action required to effectuate any release of any Lien on any Collateral granted in the Security Documents, in accordance with the provisions of the Indenture and the Intercreditor Agreement and the relevant Security Document. Each of the releases set forth above shall be effected by the Security Agent without the consent of the holders of the Notes or any action on the part of the Trustee (unless action is required by it to effect such release).

Intercreditor Agreement

On or before the Issue Date, the Trustee shall enter into an Intercreditor Agreement with, among others, the facility agent under the Super Senior Credit Facilities, the Company, various subsidiaries of the Company, and the Security Agent, as described under "*Description of Other Indebtedness—Intercreditor Agreement*" and attached hereto as Annex B. The Security Documents and the Collateral will be administered by the Security Agent pursuant to the Intercreditor Agreement for the benefit of the Trustee and the holders of the Notes, the creditors under the Super Senior Credit Facilities and certain future Indebtedness of the Company and its Subsidiaries permitted to be incurred and secured pursuant to the Indenture and the Intercreditor Agreement.

Pursuant to the terms of the Intercreditor Agreement, liabilities in respect of obligations under the Super Senior Credit Facilities and certain Hedging Obligations will receive priority to obligations under the Notes and Note Guarantees with respect to any proceeds received upon any enforcement over the Collateral notwithstanding that any first ranking security is purported to be granted *pari passu* between the lenders under the Super Senior Credit Facilities, the counterparties under certain Hedging Obligations and the holders of the Notes. Any proceeds received upon any enforcement over the Collateral, after all obligations under the Super Senior Credit Facilities and liabilities of the facility agent thereunder and certain fees and expenses of the Trustee have been repaid will be applied *pro rata* in repayment of all obligations under the Indenture and the Notes and any other Indebtedness of the Company and the Restricted Subsidiaries permitted to be incurred and secured by the Collateral on the same basis pursuant to the Indenture and the Intercreditor Agreement.

The Trustee and the creditors under the Super Senior Credit Facilities and the other secured parties under the Intercreditor Agreement will have, and by accepting a Note, each holder of a Note will be deemed to have, irrevocably appointed Société Générale as Security Agent to act as its security agent under the Intercreditor Agreement, the Notes, the Indenture, including the Note Guarantees, and the Security Documents (together, the "*Finance Documents*"). The Trustee and the creditors under the Super Senior Credit Facilities and the other secured parties under the Intercreditor Agreement will have, and by accepting a Note, each holder of a Note will be deemed to have, irrevocably authorized the Security Agent to perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Intercreditor Agreement or other Finance Documents, together with any incidental rights, power and discretions.

Additional Notes

From time to time, subject to compliance with the covenant described under the captions "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" and "*—Certain Covenants—Liens*," the Company is permitted to issue additional Notes, which shall have terms substantially identical to the Notes except in respect of any of the following terms which shall be set forth in an Officer's Certificate delivered by the Company to the Trustee ("*Additional Notes*"):

(1) the title of such Additional Notes;

(2) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to the Indenture;

(3) the date or dates on which such Additional Notes will be issued and will mature;

(4) the rate or rates (which may be fixed or floating) at which such Additional Notes shall bear interest and, with respect to Additional Notes with floating interest, the interest rate basis, formula or other method of determining such interest rate or rates, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable or the method by which such dates will be determined, the record dates for the determination of holders thereof to whom such interest is payable and the basis upon which such interest will be calculated;

(5) the currency or currencies in which such Additional Notes shall be denominated and the currency in which cash or government obligations in connection with such series of Additional Notes may be payable;

(6) the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part;

(7) in the case of Additional Notes with a floating interest date, the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part;

(8) if other than in denominations of €100,000 and in integral multiples of €1,000 in excess thereof, the denominations in which such Additional Notes shall be issued and redeemed; and

(9) the ISIN, CUSIP, common code or other securities identification numbers with respect to such Additional Notes.

Such Additional Notes will be treated, along with all other Notes, as a single class for the purposes of the Indenture, including, without limitation, with respect to waivers, amendments and all other matters which are not specifically distinguished for such series; *provided, however*, that Additional Notes that are not fungible with the Notes for U.S. federal income tax purposes shall have a separate CUSIP, ISIN or other identifying number from the Notes. Unless the context otherwise requires, for all purposes of the Indenture and this "*Description of the Notes*", references to "Notes" shall be deemed to include references to the Notes initially issued on the Issue Date as well as any Additional Notes. Additional Notes may also be designated to be of the same series as the Notes initially issued on the Issue Date, but only if they have terms substantially identical in all material respects to such initial Notes.

Principal and Maturity

The Company issued Notes in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. For so long as the Notes are listed on the Official List of the LxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will publish a notice of any change in these denominations in accordance with the requirements of such rules. The Notes will mature on July 15, 2027.

The rights of holders of beneficial interests in the Notes to receive the payments on such Notes are subject to applicable procedures of Euroclear and Clearstream. If the due date for any payment in respect of any Notes is not a Business Day at the place at which such payment is due to be paid, the holders of such Notes will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

Interest

Interest on the Notes will accrue on the aggregate principal amount at the rate of 5.50% per annum and will be payable semi-annually in arrears on January 15 and July 15 of each year, commencing on July 15, 2022. The Company will make each interest payment to the holders of record on the Business Day immediately preceding the related interest payment date. The reimbursement price of the Notes at maturity will be 100% of the principal amount then outstanding.

Interest on the Notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period shall end on (but not include) the relevant interest payment date.

Methods of Receiving Payments on the Notes

The Company will pay all principal, interest, premium, and Additional Amounts, if any, on the Global Notes (as defined below) at the corporate trust office or agency of the paying agent; *provided* that all such payments with respect to Notes represented by one or more Global Notes (as defined below) registered in the name of or held by a nominee of the common depositary for accounts of Euroclear or Clearstream, as applicable, will be made by wire transfer of immediately available funds to Euroclear or Clearstream, which will credit the account specified by such holders of the Notes.

Payments of principal of and premium, if any, on each Note in definitive registered form ("*Definitive Registered Notes*") will be made by transfer on the due date to an account maintained by the payee

pursuant to details provided by the holder or, if requested by the holder, by check, in each case against presentation and surrender (or, in the case of partial payment only, endorsement) of the relevant Definitive Registered Note at the office of any Paying Agent. Payments of interest in respect of each Definitive Registered Note will be made by transfer on the due date to an account maintained by the payee (the holder and account details of which appear on the register of holders at the close of business on the relevant record date) or, if requested by the holder, by check mailed on the relevant due date (or if that is not a Business Day, the immediately succeeding Business Day) to the holder (or to the first named of joint holders) of the Definitive Registered Note appearing on the register of holders at the close of business at the address shown on the register of holders on such record date. Payments in respect of principal of, premium, if any, and interest on the Definitive Registered Notes are subject in all cases to any tax or other laws and regulations applicable in the place of payment but without prejudice to the provisions described under the captions "—*Optional Tax Redemption*" and "—*Additional Amounts*." The Paying Agent may require payment of a sum sufficient to cover any transfer tax or similar governmental charge in connection with any payment transfer instructions received by the Paying Agent. Definitive Registered Notes, if issued, will only be issued in registered form.

Paying Agent and Registrar for the Notes

The Company undertakes that it will maintain one or more registrars (each a "*Registrar*"). The initial Registrar will be Deutsche Bank Luxembourg S.A. The Registrar will maintain a register (the "*Register*") reflecting ownership of Definitive Registered Notes outstanding from time to time and will make payments on Definitive Registered Notes on behalf of the Company.

The Company will also maintain a transfer agent (the "*Transfer Agent*"). The initial Transfer Agent will be Deutsche Bank AG, London Branch. The Transfer Agent is responsible for, among other things, facilitating any transfers or exchanges of beneficial interests in different Global Notes (as defined below) between holders.

The Company may change the Paying Agent, the Transfer Agent or the Registrar without prior notice to the holders. The Company or any of its subsidiaries may act as Paying Agent or Registrar in respect of the Notes. For so long as the Notes are listed on the Official List of the LxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will publish a notice of any change of Paying Agent, Transfer Agent or Registrar in accordance with the requirements of such rules.

Form of Notes

The Notes were issued in the form of global notes (the "*Global Notes*") in registered form and were issued in minimum denominations of €100,000 principal amount and integral multiples of €1,000. The Notes are serially numbered. In no event will Definitive Registered Notes in bearer form be issued. See "*Book-Entry, Delivery and Form*."

Additional Amounts

All payments made by or on behalf of the Company under or with respect to the Notes or any of the Guarantors with respect to any Note Guarantee will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, levies, imposts, assessments or similar governmental charges (collectively, "*Taxes*") unless the withholding or deduction of such Taxes is then required by law. If such withholding or deduction is imposed or levied by or on behalf of (1) any jurisdiction in which the Company or any Guarantor is or was incorporated, organized or resident for tax purposes or (2) any jurisdiction from or through which payment is made by or on behalf of the Company or any Guarantor (including the jurisdiction of any Paying Agent) (each such jurisdiction in (1) and (2), including any political subdivision thereof or therein, a "*Tax Jurisdiction*"), the Company or the relevant Guarantor, as applicable, will pay such additional amounts (the "*Additional Amounts*") as may be necessary in order that the net amounts received in respect of such payments by each holder after such withholding or deduction (including any such withholding or deduction from such Additional Amounts) will equal the respective amounts that would have been received in respect of such payments in the absence of such withholding or deduction; *provided*, *however*, that no Additional Amounts will be payable with respect to:

(1) any Taxes, to the extent such Taxes would not have been imposed but for the existence of any present or former connection between the holder or the beneficial owner of the Notes (or between a fiduciary, settlor, beneficiary, partner of, member or shareholder of, or possessor of a power over, the relevant holder, if the relevant holder is an estate, trust, nominee, partnership, limited liability

company or corporation) and the relevant Tax Jurisdiction (including being or having been a citizen, resident, or national thereof or being or having been present or engaged in a trade or business therein or having or having had a permanent establishment therein), but excluding any connection arising merely from the holding of such Note, the enforcement of rights under such Note or under a Note Guarantee or the receipt of any payments in respect of such Note or a Note Guarantee;

(2) any Taxes, to the extent such Taxes were imposed as a result of the presentation of a Note for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period);

(3) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(4) any Taxes payable other than by deduction or withholding from payments under, or with respect to, the Notes or with respect to any Note Guarantee;

(5) any Taxes to the extent such Taxes are imposed or withheld by reason of the failure of the holder or beneficial owner of Notes, following the Company's written request addressed to the holder (and made at a time that would enable the holder or beneficial owner acting reasonably to comply with that request, and in all events, at least 30 days before any such withholding or deduction), to comply with any certification, identification, information or other reporting requirements, whether required by statute, treaty, regulation or administrative practice of a Tax Jurisdiction, as a precondition to any applicable exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the Tax Jurisdiction (including, without limitation, a certification that the holder or beneficial owner is not resident in the Tax Jurisdiction);

(6) any Taxes deducted, withheld or imposed on, or with respect to, a Note or Note Guarantee to the extent the Issuer or a Guarantor, as the case may be, has not received in a timely manner a duly executed and completed payment statement from the Paying Agent, as may be required in order to comply with the procedures set forth under Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation;

(7) in the case of a successor Person to the Company that is organized or resident for tax purposes in the United States, any Taxes imposed on interest received by a person owning, actually or constructively, 10% or more of the total combined voting power of all classes of stock of such successor Person entitled to vote;

(8) any Taxes imposed pursuant to Sections 1471 through 1474 of the Code ("*FATCA*"), current or future regulations or official interpretations thereof, any agreement entered pursuant to Section 1471(b) of the Code, any intergovernmental agreement for the implementation of FATCA or any similar law, regulations or practices adopted pursuant to such intergovernmental agreement; or

(9) any combination of items (1) through (8) above.

Nor will any Additional Amounts be paid to a holder that is a fiduciary, partnership or person other than the sole beneficial owner of any payment to the extent that such payment would be required to be included in the income under the laws of a Tax Jurisdiction, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, or a member of that partnership or a beneficial owner who would not have been entitled to such Additional Amounts had that beneficiary, settlor, partner or beneficial owner been the holder thereof.

In addition to the foregoing, the Company and the Guarantors will also pay and indemnify the holder for any present or future stamp, issue, registration, court or documentary taxes, or any other excise or property taxes, charges or similar levies (including penalties, interest and any other reasonable expenses related thereto) which are levied by any Tax Jurisdiction on the execution, delivery, issuance or registration of any of the Notes, the Indenture, any Note Guarantee or any other document referred to therein (other than a transfer of the Notes after this issuance), or any such taxes, charges or similar levies imposed by any jurisdiction as a result of, or in connection with, the enforcement of any of the Notes or any Note Guarantee.

If the Company or any Guarantor, as the case may be, becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes or any Note Guarantee, each of the Company or the relevant Guarantor, as the case may be, will deliver to the Trustee on a date that is at least 30 days prior to the date of that payment (unless the obligation to pay

Additional Amounts arises less than 45 days prior to that payment date, in which case the Company or the relevant Guarantor shall notify the Trustee promptly thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate(s) must also set forth any other information reasonably necessary to enable the Paying Agents to pay Additional Amounts to holders on the relevant payment date. The Company or the relevant Guarantor, as the case may be, will also provide the Trustee with documentation satisfactory to the Trustee evidencing payment of Additional Amounts. The Trustee shall be entitled to rely solely without further investigation or verification on the part of the Trustee on such Officer's Certificate as conclusive proof that such payments are necessary.

The Company or the relevant Guarantor, if it is the applicable withholding agent, will make all withholdings and deductions required by law and will timely remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law. The Company or the relevant Guarantor will use its reasonable efforts to obtain Tax receipts from each Tax authority evidencing the payment of any Taxes so deducted or withheld. The Company or the relevant Guarantor will furnish to the Trustee (or to a holder upon written request), within a reasonable time after the date the payment of any Taxes so deducted or withheld is made, certified copies of Tax receipts evidencing payment by the Company or a Guarantor, as the case may be, or if, notwithstanding such entity's efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the Trustee) by such entity. If requested by the Trustee, the Company or the Guarantors will provide to the Trustee such information as may be in the possession of the Company or the Guarantors (and not otherwise in the possession of the Trustee) to enable the Trustee to determine the amount of withholding taxes attributable to any particular holder; *provided*, *however*, that in no event shall the Company or the Guarantors be required to disclose any information that it reasonably deems to be confidential.

Whenever in the Indenture or in this "*Description of the Notes*" there is mentioned, in any context, the payment of amounts based upon the principal amount of the Notes or of principal, interest or of any other amount payable under, or with respect to, any of the Notes or any Note Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The above obligations will survive any termination, defeasance or discharge of the Indenture, and any transfer by a holder or beneficial owner of its Notes, and will apply, *mutatis mutandis*, to any jurisdiction in which any successor Person to the Company or any Guarantor is incorporated, organized or resident for tax purposes or any jurisdiction from or through which such Person makes any payment on the Notes (or any Note Guarantee), in each case, including any political subdivision thereof or therein, which jurisdiction shall, if not already a Tax Jurisdiction, thereafter be considered a Tax Jurisdiction for purposes of the Notes' terms.

Optional Redemption

At any time prior to January 15, 2024, at the option of the Company, the Company may, upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes, on any one or more occasions redeem up to 40% of the aggregate principal amount of the Notes (including the aggregate principal amount of any Additional Notes of this series) issued under the Indenture at a redemption price of 1 0 5 . 5 0 0 % of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date, with the Net Cash Proceeds of one or more Equity Offerings; *provided* that:

(1) at least 60% of the aggregate principal amount of the Notes issued under the Indenture remain outstanding immediately after the occurrence of such redemption (calculated after giving effect to any issuance of Additional Notes but excluding Notes held by the Company and its Subsidiaries); and

(2) the redemption occurs within 120 days of the date of the closing of such Equity Offering.

On or after January 15, 2024, at the option of the Company, the Company may redeem all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to, but excluding, the applicable redemption date, if redeemed during the twelve month period

beginning on January 15 of the years indicated below:

Year		Percentage
2024	. . . . .	102.750%
2025	. . . . .	101.375%
2026	and thereafter	100.000%

In addition, the Company may at any time prior to January 15, 2024, upon giving not less than 10 nor more than 60 days' notice to the holders of the Notes, at its option on one or more occasions redeem all or a portion of the Notes (which includes Additional Notes, if any) at a redemption price equal to the sum of:

(1) 100% of the principal amount thereof, *plus*

(2) accrued and unpaid interest, if any, to, but excluding, the applicable redemption date, *plus*

(3) the Applicable Premium at the redemption date, subject to the right of holders of record on the relevant record date to receive interest due on any interest payment date occurring on or prior to the redemption date.

In addition, at any time prior to January 15, 2024, the Company may, at its option, on not less than 10 nor more than 60 days' prior notice, redeem during each 12-month period beginning with the Issue Date up to 10% of the original aggregate principal amount of Notes (including Additional Notes of this series), at a redemption price equal to 103% of the principal amount of the Notes redeemed, plus accrued and unpaid interest and Additional Amounts (if any) to, but excluding, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

General

Any redemption notice given in respect of the redemption of the Notes (including in connection with an Equity Offering, an incurrence of Indebtedness, a Change of Control or other transaction, but excluding any notice of redemption given in connection with an optional tax redemption) may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, including, but not limited to, the completion or occurrence of the relevant transaction, as the case may be. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company's discretion, the redemption date may be delayed until such time (*provided*, *however*, that any redemption date shall not be more than 60 days after the date of the notice of redemption) as any or all such conditions shall be satisfied or waived, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the redemption date, or by the redemption date as so delayed, or such notice may be rescinded at any time in the Company's discretion if in the good faith judgment of the Company any or all of such conditions will not be satisfied. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

Notwithstanding the foregoing, in connection with any tender offer (including, for the avoidance of doubt, any Change of Control Offer or Asset Sale Offer (each as defined herein)) for the Notes, if holders of not less than 90% in the aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Company, or any third party making such tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such holders, all of the holders of Notes will be deemed to have consented to such tender offer and, accordingly, the Company or such third party, will have the right, upon not less than 10 days' nor more than 60 days' prior written notice to the holders of the Notes, given not more than 30 days following such tender offer expiration date, to redeem the Notes that remain outstanding in whole, but not in part, following such purchase at a price equal to the price offered to each other holder (excluding any early tender or incentive fee) in such tender offer, plus, to the extent not included in the tender offer payment, accrued and unpaid interest and Additional Amounts, if any, thereon, to, but excluding, such redemption date.

Mandatory Redemption

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Optional Tax Redemption

The Company may redeem the Notes, in whole but not in part, at its discretion at any time upon giving not less than 10 nor more than 60 days' prior notice to the holders of the Notes (which notice will be irrevocable and given in accordance with the procedures described under the caption "*—Selection and Notice*"), at a redemption price equal to 100% of the aggregate principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed by the Company for redemption (a "*Tax Redemption Date*") and all Additional Amounts (if any) then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise (subject to the right of holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof), if on the next date on which any amount would be payable in respect of such Notes or any Note Guarantee in respect of such Notes, (i) the Company under or with respect to such Notes or any of the Guarantors with respect to any Note Guarantee in respect of such Notes, as the case may be, is or would be required to pay Additional Amounts and the Company cannot avoid any such payment obligation by taking reasonable measures available (including, for the avoidance of doubt, the appointment of a new Paying Agent under the caption "*—Paying Agent and Registrar for the Notes*" or, in respect of a payment under a Note Guarantee, payment by or through another Guarantor or the Company) or (ii) the Company or any of the Guarantors, as the case may be, would not be entitled to claim a deduction in computing tax liabilities in Spain in respect of any interest to be paid on the next interest payment date; and the requirement arises as a result of:

(1) any amendment to, or change in, the laws or any regulations or rulings promulgated thereunder of a relevant Tax Jurisdiction which change or amendment becomes effective on or after the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date) and which was not publicly and formally announced prior to the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date); or

(2) any amendment to, or change in, an official written interpretation or application of such laws, regulations or rulings (including by virtue of a holding, judgment, order by a court of competent jurisdiction or a change in published administrative practice) of a relevant Tax Jurisdiction which amendment or change becomes effective on or after the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, after such later date) and which was not publicly and formally announced prior to the date of this Offering Memorandum (or, where the applicable Tax Jurisdiction became a Tax Jurisdiction on a date after the date of this Offering Memorandum, such later date)

(each of the foregoing clauses (1) and (2), a "*Change in Tax Law*").

The Company will not give any such notice of redemption earlier than 60 days prior to the earliest date on which the Company or the applicable Guarantor, as the case may be, would be obligated to make such payment of Additional Amounts or withholding, or would not be entitled to claim a deduction in computing tax liabilities in Spain in respect of any interest to be paid on the next interest payment date, if a payment in respect of the Notes were then due, and the obligation to pay Additional Amounts, or the non-deductibility of interest, must be in effect at the time such notice is given.

Prior to the publication or, where relevant, mailing of any notice of redemption of the Notes pursuant to the foregoing, the Company will deliver to the Trustee an opinion of independent tax counsel of recognized standing with respect to such matters to the effect that there has been such Change in Tax Law which would entitle the Company to redeem the Notes hereunder. In addition, before the Company publishes or mails notice of redemption of the Notes as described above, it will deliver to the Trustee an Officer's Certificate setting forth a statement of facts showing that the conditions precedent to the right of the Company to so redeem have been satisfied (including that the Company cannot avoid its or a Guarantor's obligation to pay Additional Amounts by taking reasonable measures available to it).

The Trustee will accept and shall be entitled to rely on such Officer's Certificate and opinion of counsel as sufficient evidence of the existence and satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the holders.

The foregoing provisions shall apply (a) to a Guarantor only at or after such time as such Guarantor is obligated to make at least one payment on the Notes and (b) *mutatis mutandis* to any successor Person,

after such successor Person becomes a party to the Indenture, with respect to a Change in Tax Law occurring after the time such successor Person becomes a party to the Indenture.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each holder of Notes will have the right to require the Company to repurchase all or any part (equal to €100,000 or integral multiples of €1,000 in excess thereof) of that holder's Notes pursuant to an offer on the terms set forth in the Indenture (a "*Change of Control Offer*"). In the Change of Control Offer, the Company will offer a payment (the "*Change of Control Payment*") in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase. Within 30 days following any Change of Control, the Company will mail a notice to each holder of the Notes describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in the notice (the "*Change of Control Payment Date*"), which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Exchange Act (taking into account SEC no action positions) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes and the related Note Guarantees as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the relevant Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The relevant Paying Agent will promptly mail to each holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note will be in a principal amount of €100,000 or, if greater, an integral multiple of €1,000.

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require the Company to repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer. The Company also will not be required to make a Change of Control Offer following a Change of Control if it has theretofore issued a redemption notice in respect of all of the Notes in the manner and in accordance with the provisions described under the caption "—*Optional Redemption*" and thereafter purchases all of the Notes pursuant to such notice. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of "Change of Control" includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law

interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require the Company to repurchase its Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

In addition, the definitions of "Change of Control" and "Permitted Holders" expressly permit third parties to obtain control of the Company in a transaction which is a Specified Change of Control Event without any obligation to make a Change of Control Offer.

Subject to the covenants described in this "*Description of the Notes*", the Company could enter into certain transactions, including acquisitions, refinancings or other recapitalizations which, though not constituting a Change of Control under the Indenture, could increase the amount of outstanding debt or otherwise affect the Company's capital structure or credit ratings. In addition, we may not be able to finance the payments required for a Change of Control Offer. See "*Risk Factors—Risks Related to the Notes and the Notes Guarantees—We may not have the ability to raise the funds necessary to finance an offer to repurchase the Notes upon the occurrence of certain events constituting a change of control*."

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Company or the Paying Agent will select Notes for redemption as follows:

(1) if the Notes are listed on any national securities exchange, in compliance with the requirements, if any, of the principal national securities exchange on which the Notes are listed as certificated to the Trustee and/or the Paying Agent by the Company and in compliance with the requirements of Euroclear and Clearstream; or

(2) if the Notes are not listed on any national securities exchange or such exchange prescribes no method of selection and the Notes are not held through Euroclear or Clearstream or Euroclear or Clearstream prescribe no method of selection, then on a pro rata basis, or by lot.

No Notes may be redeemed in part such that the remainder of the Note is less than €100,000 in aggregate principal amount and only Notes in integral multiples of €1,000 will be redeemed. Notices of redemption will be mailed by first class mail at least 10 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. For Notes represented by global certificates held on behalf of Euroclear and Clearstream, notices may be given by delivery to Euroclear and Clearstream for communication to entitled account holders in substitution for aforesaid mailing.

In addition, so long as the Notes are listed on the Official List of the LxSE and traded on the Euro MTF Market and its rules so require, all notices to holders of the Notes will also be supplied to the LxSE and are expected to be published at www.bourse.lu. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. In the case of Definitive Registered Notes, notices will be mailed to holders of the Notes by first class mail at their respective addresses as they appear on the records of the Registrar. If and so long as the Notes are listed on any other securities exchange, notices will also be given in accordance with any applicable requirements of such securities exchange. Notices given by publication will be deemed given on the first date on which publication is made. Notices given by first class mail, postage paid, will be deemed given five calendar days after mailing whether or not the addressee receives it.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of that Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the holder of Notes upon cancellation of the original Note and will be collectible at the offices of the Paying Agent. Notes called for redemption become due on the date fixed for redemption. In the case of Notes represented by global certificates, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

Prescription

Claims against the Company or any Guarantor for the payment of principal of, or interest, premium, or Additional Amounts, if any, on the Notes will become void unless presentation for payment is made as

required in the Indenture within a period of seven years, in the case of principal, or five years, in the case of interest, premium or Additional Amounts, if any, from the applicable original payment date therefor.

Certain Covenants

Restricted Payments

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any Restricted Subsidiary's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any Restricted Subsidiary) or to the direct or indirect holders of the Company's or any Restricted Subsidiary's Equity Interests in their capacity as such (other than (A) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or Subordinated Shareholder Debt, (B) dividends or distributions to the Company or any Restricted Subsidiary and (C) pro rata dividends or distributions made by a Subsidiary that is not a Wholly Owned Restricted Subsidiary to minority stockholders (or owners of any equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (x) any Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees (excluding (i) any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries, and (ii) any Indebtedness incurred by the Company and/or any of its Restricted Subsidiaries under clause (19) of the definition of Permitted Indebtedness), except a payment of interest or principal at the Stated Maturity thereof or (y) any Subordinated Shareholder Debt; or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (4) being collectively referred to as "*Restricted Payments*"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(2) the Company would, after giving pro forma effect to such Restricted Payment (including the application thereof) as if such Restricted Payment had been made at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, have been permitted to incur at least €1.00 of additional Indebtedness (other than Permitted Debt) pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8) and (10) of the next succeeding paragraph), is less than the sum, without duplication, of:

(a) 50% of the aggregate Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first full fiscal quarter immediately prior to the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; *provided* that the amount taken into account pursuant to this clause (a) shall not be less than zero, *plus*

(b) 100% of the aggregate net cash proceeds and Fair Market Value of marketable securities received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Company or from Subordinated Shareholder Debt), *plus*

(c) 100% of any dividends or distributions (including payments made in respect of loans or advances) received by the Company or any Restricted Subsidiary after the Issue Date from an Unrestricted Subsidiary or a Permitted Joint Venture, to the extent that such dividends or distributions were not otherwise included in Consolidated Net Income of the Company for such period (*provided* that such dividends or distributions are not included in the calculation of that amount of Permitted Investments permitted under clause (11) of the definition thereof), *plus*

(d) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the Issue Date, the Fair Market Value of the Company's Investment in such Subsidiary as of the date of such redesignation, *plus*

(e) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash or Cash Equivalents (including, without limitation, any sale for cash or other Cash Equivalents of an Equity Interest in an Unrestricted Subsidiary), the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any), *plus*

(f) 100% of the cash received by the Company since the Issue Date in connection with the incurrence of any Subordinated Shareholder Debt, *plus*

(g) upon the full and unconditional release of a Restricted Investment that is a guarantee made by the Company or any Restricted Subsidiary to any Person, an amount equal to the amount of such Restricted Investment, *plus*

(h) €75.0 million.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the Indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Restricted Subsidiary or of any Equity Interests of the Company by conversion into (in the case of subordinated Indebtedness) or in exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt or from the substantially concurrent contribution of equity capital to the Company; *provided* that the amount of any such Net Cash Proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition will be excluded from clause (3)(b) of the preceding paragraph;

(3) the defeasance, redemption, repurchase or other acquisition or retirement of subordinated Indebtedness of the Company or any Guarantor with the Net Cash Proceeds from an incurrence of Permitted Refinancing Indebtedness in respect of such subordinated Indebtedness;

(4) any Restricted Payment made by exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Company (other than Disqualified Stock) or a substantially concurrent cash capital contribution received by the Company on account of its Equity Interests (other than Disqualified Stock); *provided*, *however*, that the Net Cash Proceeds from such sale or cash capital contribution shall be excluded from clause (3)(b) of the preceding paragraph;

(5) the repurchase, redemption or other acquisition for value of Equity Interests of any non-Wholly Owned Restricted Subsidiary of the Company if, as a result of such purchase, redemption or other acquisition, the Company increases its percentage ownership, directly or indirectly through any Restricted Subsidiary, of such non-Wholly Owned Restricted Subsidiary;

(6) the repurchase, redemption or other acquisition for value of Equity Interests of the Company or any Restricted Subsidiary representing fractional shares of such Equity Interests in connection with a merger, consolidation, amalgamation or other combination of the Company or any Restricted Subsidiary;

(7) loans or advances made to employees, officers or directors in the ordinary course of business in amounts not exceeding €5.0 million at any time outstanding;

(8) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any preferred stock of any Restricted Subsidiary issued on or after the Issue Date in accordance with the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*";

(9) the purchase, repurchase, redemption or other acquisition of any Equity Interests of the Company in connection with an anticipated distribution of such Equity Interests to any current or former officer, director, employee or consultant of the Group pursuant to any equity incentive plan or arrangement, equity subscription agreement, stock option agreement, restricted stock grant, shareholders' agreement or similar agreement; *provided* that in any fiscal year (with unused amounts in any fiscal year being carried over to succeeding fiscal years) the aggregate price paid for all such purchased, repurchased, redeemed or acquired Equity Interests may not exceed the greater of (a) €10.0 million and (b) an amount equal to 7.6% of Consolidated EBITDA for such fiscal year; *provided*, *further*, that such amount in any fiscal year may be increased by an amount not to exceed (A) the cash proceeds from the sale of Equity Interests of the Company received by the Company during such fiscal year to members of management, directors, employees or consultants of the Company and (B) the cash proceeds of key man life insurance policies, in each case to the extent the cash proceeds have not otherwise been applied to the making of Restricted Payments pursuant to clause (3)(b) of the preceding paragraph or clause (4) of this paragraph;

(10) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(11) Restricted Payments; *provided* that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Gross Leverage Ratio of no more than 3.50 to 1.00; and

(12) other Restricted Payments made after the Issue Date in an amount (measured on the date each such Restricted Payment was made and without giving effect to subsequent changes in value) when taken together with all other Restricted Payments made pursuant to this clause (12) not to exceed the greater of (a) €75.0 million and (b) an amount equal to 56.8% of Consolidated EBITDA (*provided* that if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary, such Investment shall thereafter be deemed to have been made pursuant to clause (3) of the definition of "Permitted Investments" and not this clause);

provided, *however*, that after giving effect to any Restricted Payment referred to in clauses (7), (11) or (12) of this paragraph, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

For purposes of determining compliance with this covenant, if a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories described in clauses (1) through (12) above, and/or is permitted pursuant to the first paragraph of this covenant and/or one or more of the clauses contained in the definition of "Permitted Investments," the Company will be entitled to classify such Restricted Payment or Investment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or portion thereof) in any manner that complies with this covenant, including in each case as an Investment pursuant to one or more of the clauses contained in the definition of "Permitted Investments" and may aggregate capacity in multiple of the clauses (1) through (12) above, the first paragraph of this covenant and/or in the definition of "Permitted Investments" in any manner that complies with this covenant.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by the covenant described under this caption "—*Certain Covenants—Restricted Payments*" will be determined by a responsible financial or accounting officer of the Company. The determination of such responsible financial or accounting officer will be final and conclusive.

Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with

respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of preferred stock (including Disqualified Stock); *provided*, *however*, that the Company and any Restricted Subsidiary may incur Indebtedness (including Acquired Debt), the Company may issue Disqualified Stock and any Restricted Subsidiary may issue shares of preferred stock (including Disqualified Stock), if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period; *provided* that a Restricted Subsidiary of the Company that is not a Guarantor may incur Indebtedness or issue preferred stock (including Disqualified Stock) pursuant to this paragraph solely to the extent that the Non-Guarantor Gross Leverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred or such Disqualified Stock or preferred stock is issued, as the case may be, would have been no greater than 1.00 to 1.00, as determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if such Indebtedness had been incurred or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" will not prohibit the incurrence by the Company or any Restricted Subsidiary of any of the following items of Indebtedness (collectively, "*Permitted Debt*"):

(1) the incurrence by the Company or any Restricted Subsidiary of Indebtedness under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) not to exceed the greater of (a) €250.0 million and (b) an amount equal to 1.9 *times* Consolidated EBITDA, *less* the aggregate amount of all Net Cash Proceeds of Asset Sales applied by the Company or any Restricted Subsidiary since the Issue Date to permanently repay any term Indebtedness under a Credit Facility or to repay any revolving credit Indebtedness under a Credit Facility and effect a corresponding permanent commitment reduction thereunder;

(2) the incurrence by the Company or any Restricted Subsidiary of the Existing Indebtedness;

(3) the incurrence (a) by the Company of Indebtedness represented by the Notes to be issued hereby (but excluding any Additional Notes), and (b) by the Guarantors and any future Guarantors of Indebtedness represented by a Note Guarantee (including Note Guarantees of Additional Notes incurred in compliance with the Indenture);

(4) the incurrence by the Company or any Restricted Subsidiary of Indebtedness represented by Capital Lease Obligations, mortgage financings, sale and leaseback transactions or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any Restricted Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of (a) €40.0 million and (b) an amount equal to 30.3% of Consolidated EBITDA, at any time outstanding;

(5) the incurrence by the Company or any Restricted Subsidiary of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be incurred under the first paragraph of the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" or clauses (2), (3) or (5) of this paragraph;

(6) the incurrence by the Company or any Restricted Subsidiary of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that:

   (a) if the Company or any Guarantor is the obligor on such Indebtedness and the creditor is not the Company or a Guarantor then such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations with respect, in any bankruptcy, insolvency or winding up of such obligor, in the case of any Guarantor, to its Note Guarantee and, in the case of the Company, to its obligations under the Notes, as applicable, and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or any Restricted Subsidiary and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or any Restricted Subsidiary will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or any Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the incurrence by the Company or any Restricted Subsidiary of Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes, in the good faith determination of management of the Company) for the purposes of limiting interest rate risk with respect to any Indebtedness permitted to be incurred under the Indenture, exchange rate risk or commodity pricing risk;

(8) the guarantee by the Company or any Guarantor (subject to compliance with the covenant described under the caption "—*Additional Note Guarantees*") of Indebtedness of the Company or any Restricted Subsidiary that was permitted to be incurred by another provision of the covenant described under this caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*"; *provided* that if the Indebtedness being guaranteed is subordinated to or pari passu with the Notes or a Note Guarantee, then the guarantee must be expressly subordinated or pari passu, as applicable, to the same extent as the Indebtedness being guaranteed;

(9) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of (A) letters of credit, surety, performance or appeal bonds, completion guarantees, judgment, advance payment, customs, VAT or other tax guarantees or similar instruments issued in the ordinary course of business of such Person and not in connection with the borrowing of money, including letters of credit or similar instruments in respect of self-insurance and workers' compensation obligations, and (B) any customary cash management, cash pooling or netting or setting off arrangements, entered into in the ordinary course of business; *provided*, *however*, that upon the drawing of such letters of credit or other instrument, such obligations are reimbursed within 30 days following such drawing;

(10) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from agreements providing for indemnification or adjustment of purchase price or from guarantees or letters of credit securing any Obligations of the Company or any Restricted Subsidiary pursuant to such agreements, incurred in connection with the acquisition or sale or other disposition of any business, assets or Restricted Subsidiary, other than guarantees or similar credit support by the Company or any Restricted Subsidiary of Indebtedness incurred by any Person acquiring such business, assets or subsidiary; *provided* that the maximum Indebtedness permitted by this clause (10) in respect of any such sale or other disposition of any business, assets or subsidiary shall not exceed the Net Cash Proceeds from such sale or other disposition;

(11) (a) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from guarantees to suppliers, lessors, licensees, contractors, franchisees or customers and incurred in the ordinary course of business and (b) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(12) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of any obligations under workers' compensation laws, self-insurance obligations, captive insurance companies, bankers' acceptances and similar legislation;

(13) the incurrence by the Company or any Restricted Subsidiary of guarantees of Indebtedness of Permitted Joint Ventures in an amount not to exceed the greater of (a) €25.0 million and (b) an amount equal to 18.9% of Consolidated EBITDA, at any time outstanding;

(14) Indebtedness of the Company and its Restricted Subsidiaries incurred as part of a Permitted Reorganization; *provided* that after the consummation of such Permitted Reorganization, such Indebtedness is owed to the Company or any Restricted Subsidiary (including, for the avoidance of doubt, any Surviving Entity);

(15) Indebtedness, Disqualified Stock or preferred stock of (i) Persons that are acquired by the Company or any Restricted Subsidiary or merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary in accordance with the terms of the Indenture or (ii) the Company or any

Restricted Subsidiary incurred to provide all or any portion of the funds utilized to consummate a transaction or series of related transactions pursuant to which a Person was acquired by the Company or any Restricted Subsidiary or was merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary; *provided*, that after giving effect to any such acquisition, merger, consolidation, amalgamation or other combination either the Company would be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant or the Fixed Charge Coverage Ratio of the Company is no less than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination and, if such Indebtedness is Senior Secured Indebtedness, the Secured Gross Leverage Ratio would be no greater than 3.75 to 1.00 or the Secured Gross Leverage Ratio is no greater than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination;

(16) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days of such incurrence;

(17) the incurrence by the Company or any Restricted Subsidiary of additional Indebtedness (including Acquired Debt) in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (17), not to exceed the greater of (a) €100.0 million and (b) an amount equal to 75.8% of Consolidated EBITDA;

(18) the incurrence by the Company or any Restricted Subsidiary of Indebtedness, Disqualified Stock or preferred stock in an aggregate principal amount or liquidation preference, which, when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (18) and then outstanding and any Permitted Refinancing Indebtedness in respect thereof, does not at any time outstanding exceed the Available RP Capacity Amount (determined on the date of such incurrence); *provided* that any Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (18) shall reduce the amount available for making Restricted Payments pursuant to the covenant described under the caption "*—Certain Covenants—Restricted Payments*" by an amount equal to the outstanding principal amount or liquidation preference of such Indebtedness, Disqualified Stock or preferred stock; and

(19) the incurrence by the Company or any Restricted Subsidiary of Indebtedness provided by *Sociedad Estatal de Participaciones Industriales* in Spain, or similar organizations or authorities in Spain or in any other jurisdiction or territory, in an aggregate principal amount at any one time outstanding under this clause (19) not to exceed the greater of (a) €75.0 million and (b) an amount equal to 56.8% of Consolidated EBITDA.

To the extent any Restricted Subsidiary that is not a Guarantor is a joint obligor with respect to any Indebtedness, the entire amount of such Indebtedness shall be considered Indebtedness of a Restricted Subsidiary that is not a Guarantor for purposes of the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*".

The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*"; *provided* that, in each such case, the amount thereof is included in Consolidated Interest Expense of the Company as accrued or paid in accordance with the definition of such term.

The incurrence by an Unrestricted Subsidiary of Non-Recourse Debt will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*"; *provided*, *however*, that if any such Indebtedness ceases to be Non-Recourse Debt of such Unrestricted Subsidiary, such Indebtedness shall be deemed to constitute an incurrence of Indebtedness by any Restricted Subsidiary that was not permitted by the covenant described under this caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*".

For purposes of determining compliance with this covenant:

(a) in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (19) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant, and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant; *provided* that Indebtedness incurred and outstanding under the Super Senior Credit Facilities on the Issue Date shall be deemed to have been incurred under clause (1) above and the Company will not be permitted to reclassify such Indebtedness;

(b) Indebtedness incurred pursuant to any of the categories of Permitted Debt described in clauses (1) through (14) and (16) through (19) above substantially concurrently with Indebtedness incurred pursuant to the first paragraph of this covenant, shall not be considered for purposes of compliance with any ratio test set forth in the first paragraph of this covenant; *provided* that Indebtedness incurred and outstanding under the Super Senior Credit Facilities on the Issue Date shall be included for purposes of testing compliance with any ratio test set forth in the first paragraph of this covenant to the extent outstanding on the date of incurrence of such other Indebtedness;

(c) notwithstanding anything in this covenant to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on a clause of the second paragraph of this covenant measured by reference to a percentage of Consolidated EBITDA at the time of Incurrence, if such refinancing would cause the percentage of Consolidated EBITDA restriction to be exceeded if calculated based on the percentage of Consolidated EBITDA on the date of such refinancing, such percentage of Consolidated EBITDA restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; and

(d) notwithstanding anything in this covenant to the contrary, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

For purposes of determining compliance with any euro-denominated restriction on the incurrence of Indebtedness, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of Indebtedness incurred under a revolving credit facility; *provided* that (1) if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than euros, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro-denominated restriction will be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; (2) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Issue Date will be calculated based on the relevant currency exchange rate in effect on the Issue Date; and (3) if and for so long as any such Indebtedness is subject to an agreement intended to protect against fluctuations in currency exchange rates with respect to the currency in which such Indebtedness is denominated covering principal and interest on such Indebtedness, the amount of such Indebtedness, if denominated in euros, will be the amount of the principal payment required to be made under such currency agreement and, otherwise, the Euro Equivalent of such amount plus the Euro Equivalent of any premium which is at such time due and payable but is not covered by such currency agreement.

Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind upon any of its assets or property (including Capital Stock of Restricted Subsidiaries), whether owned on the Issue Date or acquired after that date, or any interest therein or any income or profits therefrom, which Lien is securing any Indebtedness (such Lien, the "*Initial Lien*"), except (a) in the case of any property or asset that does not constitute Collateral, (1) Permitted Liens or (2) Liens on property or assets that are not Permitted Liens if the Notes and the Indenture (or a Note Guarantee in the case of Liens of a Guarantor) are directly secured equally and ratably with, or senior in right of payment to, in the case of Liens with respect to subordinated Indebtedness, the

Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured, and (b) in the case of any property or asset that constitutes Collateral, Permitted Collateral Liens.

Any such Lien created in favor of the Notes pursuant to the preceding paragraph will be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien to which it relates.

For purposes of determining compliance with this covenant, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens or Permitted Collateral Liens, as applicable, but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens or Permitted Collateral Liens, as applicable, the Company shall, in its sole discretion, divide, classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this covenant and the definition of "Permitted Liens" or "Permitted Collateral Liens," as applicable.

Dividend and Other Payment Restrictions Affecting Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any Restricted Subsidiary, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Company or any Restricted Subsidiary;

(2) make loans or advances to the Company or any Restricted Subsidiary; or

(3) transfer any of its properties or assets to the Company or any Restricted Subsidiary.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities as in effect on the Issue Date and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(2) the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, the Security Documents and any notes and guarantees in connection with the subsequent issuance of debt securities in accordance with and on terms no less onerous than the Indenture;

(3) applicable law or regulation or the terms of any license, authorization, concession or permit;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any Restricted Subsidiary as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) customary non-assignment and similar provisions in contracts, licenses and leases entered into in the ordinary course of business;

(6) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on that property of the nature described in clause (4) of the second paragraph of the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*";

(7) any agreement for the sale or other disposition of Capital Stock or all or substantially all of the property and assets of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens otherwise permitted to be incurred under the covenant described under the caption "—*Liens*," that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) customary provisions in joint venture agreements, asset sale agreements, stock sale agreements, sale-leaseback agreements and other similar agreements;

(11) provisions that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or other contract entered into in the ordinary course of business;

(12) restrictions on cash or other deposits or net worth imposed by customers or suppliers or required by insurance, surety or bonding companies, in each case under contracts entered into in the ordinary course of business; and

(13) any agreement or instrument (A) relating to any Indebtedness or preferred stock permitted to be incurred subsequent to the Issue Date pursuant to the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" (i) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Super Senior Credit Facilities as in effect on the Issue Date (as determined in good faith by the Company) or (ii) if the encumbrances and restrictions are not materially more disadvantageous to the holders of the Notes than is customary in comparable financings (as determined in good faith by the Company) and either (x) the Company determines that such encumbrance or restriction will not adversely affect the Company's ability to make principal and interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only during the continuance of a default in respect of a payment or financial maintenance covenant relating to such Indebtedness, (B) constituting an intercreditor agreement on terms substantially equivalent to the Intercreditor Agreement or (C) relating to any loan or advance by the Company to any Restricted Subsidiary subsequent to the Issue Date; *provided* that with respect to this clause (13) the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the holders of the Notes than the encumbrances and restrictions contained in the Super Senior Credit Facilities, the Security Documents and the Intercreditor Agreement (as in effect on the Issue Date).

Merger, Consolidation or Sale of Assets

The Company may not, directly or indirectly: (1) consolidate or merge with or into another Person; or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) the Company is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made (the "Surviving Entity") is a corporation organized or existing under the laws of (i) Spain, (ii) Luxembourg, (iii) any other member of the European Union that has adopted the euro as its national currency, (iv) the United Kingdom or (v) the United States, any state of the United States or the District of Columbia;

(2) the Surviving Entity (if other than the Company) assumes all the obligations of the Company under the Notes, the Indenture, the applicable Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement;

(3) immediately after giving effect to such transaction no Default or Event of Default exists or would exist; and

(4) the Company or the Surviving Entity, as the case may be, will:

  (a) on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding such

transaction, either (i) be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" or (ii) the Fixed Charge Coverage Ratio of the Company (or, if applicable, the Surviving Entity) would equal or exceed the Fixed Charge Coverage Ratio of the Company immediately prior to giving effect to such transaction; and

(b) deliver to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officer's Certificate and an Opinion of Counsel, in each case, stating that such consolidation, merger or transfer and any supplemental indenture comply with the covenant described under this caption "*—Merger, Consolidation or Sale of Assets*" and the Indenture, and, if the Company is not the surviving entity, that the accession agreement executed in connection therewith is the legally valid and binding obligation of the Surviving Entity enforceable (subject to customary exceptions and exclusions) in accordance with their terms.

In addition, the Company may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the Indenture and its Note Guarantee pursuant to a supplemental indenture satisfactory to the Trustee and the applicable Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement; or

(b) the Net Cash Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture; or

(c) in any transaction between (i) the Company or a Guarantor and (ii) a Restricted Subsidiary that is not a Guarantor, the Company or such Guarantor is the surviving Person or the Restricted Subsidiary is the surviving Person and assumes all of the obligations of the Company or such Guarantor under the Notes, the Indenture and its Note Guarantee (as applicable) pursuant to a supplemental indenture satisfactory to the Trustee.

The covenant described under this caption "*—Merger, Consolidation or Sale of Assets*" will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among (a) the Company and any of the Guarantors, (b) any Restricted Subsidiary and another Restricted Subsidiary and (c) any Restricted Subsidiary to the Company or a Guarantor. Notwithstanding clause (4)(a) above, the Company or any Guarantor may merge with an Affiliate solely for the purpose of reincorporating the Company or such Guarantor in another jurisdiction to realize tax or other benefits.

Notwithstanding anything to the contrary set forth herein, the Company and its Restricted Subsidiaries may implement Permitted Reorganizations.

Transactions with Affiliates

The Company will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "*Affiliate Transaction*") involving aggregate payments or consideration in excess of €10.0 million, unless:

(1) the Affiliate Transaction is on terms no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(2) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of €50.0 million, a resolution of the

Board of Directors of the Company set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (1) above and an opinion that such transaction or series of transactions is fair to the holders from a financial point of view, taking into account all relevant circumstances, or is not less favorable than might have been obtained in a comparable transaction at the time in an arm's length transaction with a Person who was not an Affiliate of the Company, which opinion shall be issued by an independent accounting, appraisal or investment banking firm of international or national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(a) transactions between or among (i) the Company and/or (ii) any Restricted Subsidiary;

(b) transactions with a Person (including any joint venture or equity investee) that is an Affiliate of the Company or a Restricted Subsidiary solely because the Company or a Restricted Subsidiary owns an Equity Interest in such Person;

(c) payment of reasonable director's and other fees to, indemnities provided on behalf of, and expenses (including expense reimbursement, employee benefit and pension expenses) relating to, officers, directors, employees or consultants of the Company or the Company's Subsidiaries and payments of benefits and salaries to employees of the Company or its Subsidiaries in the ordinary course of business;

(d) issuances or sales of Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt to Affiliates of the Company;

(e) transactions between the Company or any Restricted Subsidiary and any Person that constitutes an Affiliate solely for having a director who is also a director of the Company; *provided*, *however*, that such director abstains from voting as a director of the Company on any matter involving such other Person;

(f) Permitted Investments or Restricted Payments that are permitted by the covenant described under the caption "—*Restricted Payments*" (other than Permitted Investments described in clauses (3), (4) and (11) of the definition of "Permitted Investments"); and

(g) performance of any agreement of the Company or a Restricted Subsidiary as in effect on the Issue Date and disclosed in the Offering Memorandum under "*Related Party Transactions*" and any amendment after the Issue Date (so long as such amendment, taken as a whole, is not, in the good faith determination of the Company, disadvantageous to the holders of the Notes in any material respect) to any such agreement (except as covered by clause (f) hereof).

Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Asset Sale at least equal to the Fair Market Value of the assets or Capital Stock issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration (excluding by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received in the Asset Sale (except to the extent the Asset Sale is a Permitted Asset Swap) by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents;

provided that, the Company shall not sell or dispose of any Capital Stock in Opodo Limited or any other direct subsidiary of the Company, other than (i) in the event of a Change of Control, if the Company complies with the provisions described under the caption "—*Repurchase at the Option of Holders—Change of Control*", or (ii) in connection with a Permitted Reorganization.

For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Company's or such Restricted Subsidiary's most recent balance sheet, of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities

that are by their terms subordinated in right of payment to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days of the receipt thereof, to the extent of the cash received in that conversion;

(c) Indebtedness of any Restricted Subsidiary, in each case that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and such Restricted Subsidiary following such Asset Sale are released from any guarantee of such Indebtedness, as the case may be, in connection with such Asset Sale;

(d) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary (other than Indebtedness that by its terms is subordinated in right of payment to the Notes); and

(e) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Sales having an aggregate fair market value, as determined in good faith by an officer or the Board of Directors of the Company, taken together with all other Designated Non-Cash Consideration received pursuant to the covenant described under this caption "*—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*" that is at that time outstanding, not to exceed €25.0 million (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply those Net Cash Proceeds, if any, at its option:

(1) (i) to repay, prepay, purchase, repurchase or redeem (a) to the extent such Net Cash Proceeds derive from an Asset Sale in respect of an asset which, immediately prior to such Asset Sale, did not constitute Collateral, Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to the Company or an Affiliate of the Company) or Indebtedness which is secured by a Lien on such asset or (b) Indebtedness of the Company or any Restricted Subsidiary incurred under Credit Facilities pursuant to clause (1) of the second paragraph of the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" that is secured by a Lien on the Collateral; *provided*, *however*, that, in connection with any repayment, prepayment, purchase, repurchase or redemption of Indebtedness pursuant to this clause (i), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so repaid, prepaid, purchased, repurchased or redeemed or (ii) to repay, prepay, purchase, repurchase or redeem Pari Passu Indebtedness; *provided* that the Company shall repay, prepay, purchase, repurchase or redeem Pari Passu Indebtedness pursuant to this clause (ii) only if the Company makes (at such time or subsequently in compliance with the covenant described under this caption "*—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries*") an offer to the holders of the Notes to purchase their Notes in accordance with the provisions set forth below for an Asset Sale Offer for an aggregate principal amount of Notes at least equal to the proportion that (x) the total aggregate principal amount of Notes outstanding bears to (y) the sum of the total aggregate principal amount of Notes outstanding plus the total aggregate principal amount outstanding of such Pari Passu Indebtedness;

(2) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Similar Business, if, after giving effect to any such acquisition of Capital Stock, the Similar Business is or becomes a Restricted Subsidiary;

(3) to make a capital expenditure;

(4) to acquire other long-term assets (other than Indebtedness or Capital Stock) that are used or useful in a Similar Business;

(5) to enter into a binding commitment to apply the Net Cash Proceeds pursuant to clause (2), (3) or (4) of this paragraph; *provided* that such binding commitment shall be treated as a permitted application of the Net Cash Proceeds from the date of such commitment until the earlier of (x) the

date on which such acquisition or expenditure is consummated and (y) the 180th day following the expiration of the aforementioned 365-day period; or

(6) any combination of the foregoing.

In connection with any investment in Voting Stock pursuant to clause (2) of the preceding paragraph if the assets sold constituted Collateral, the Company will also grant a pledge, or will cause a pledge to be granted, on a senior basis over any acquired Voting Stock in a Person incorporated in the same jurisdiction of the Person whose Voting Stock constituted Collateral as additional Collateral. Pending the final application of any Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Cash Proceeds in any manner that is not prohibited by the Indenture. Notwithstanding the foregoing provisions of the covenant described under this caption "*—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries*", neither the Company nor any Restricted Subsidiary will be required to apply any Net Cash Proceeds in accordance with the covenant described under this caption "*—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries*" except to the extent that the aggregate Net Cash Proceeds from all Asset Sales which is not applied in accordance with the covenant described under this caption "*—Limitation on Sale of Assets and Equity Interests in Restricted Subsidiaries*" exceeds €75.0 million.

Any Net Cash Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds the greater of (a) €75.0 million and (b) an amount equal to 56.8% of Consolidated EBITDA, the Company will make an offer (the "*Asset Sale Offer*") to all holders of Notes, and the Company will make any required offer to purchase Pari Passu Indebtedness containing similar asset sale provisions, to purchase the maximum principal amount of Notes and such Pari Passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest to the date of purchase, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and other Pari Passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes and such other Pari Passu Indebtedness to be purchased on a pro rata basis (or in the manner described under "*—Repurchase at the Option of Holders—Selection and Notice*"). Upon completion of each Asset Sale Offer the amount of Excess Proceeds will be reset at zero. For the purposes of calculating the principal amount of any Indebtedness not denominated in euros, the principal amount of such Indebtedness shall be calculated by converting any such principal amounts into their Euro Equivalent determined as of the Business Day immediately prior to the date on which the Asset Sale Offer is announced.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act (taking into account SEC no action positions) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes and the related Note Guarantees pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached their respective obligations under the Asset Sale provisions of the Indenture by virtue of such compliance.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company, may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will either reduce the amount available for Restricted Payments under the first paragraph of the covenant described under the caption "*—Restricted Payments*" or reduce the amount available for future Investments under one or more clauses of the definition of Permitted Investments, as the Company shall determine. That designation will only be permitted if such Investment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default.

Additional Note Guarantees

The Company shall ensure that, within 60 days after the audited financial statements of the Company become available for each fiscal year of the Company beginning with the fiscal year ending March 31, 2022, the Company shall cause any Restricted Subsidiary (i) that after the Issue Date is or becomes a Material Subsidiary (except for any Restricted Subsidiary which was a Material Subsidiary at the Issue Date but was not an initial Guarantor, any Restricted Subsidiary that is already a Guarantor, or any Restricted Subsidiary as to which the Company and its Restricted Subsidiaries do not own, directly or indirectly, 90% or more of the Capital Stock) and (ii) of which Opodo Limited is a Subsidiary (except for any Restricted Subsidiary that is already a Guarantor) to execute and deliver a supplemental indenture providing for the Note Guarantee by such Restricted Subsidiary on the same terms as the Note Guarantees granted by the other Guarantors hereunder.

For so long as the Notes are listed on the Official List of the LxSE and admitted to trading on the Euro MTF Market, the Company will publish a notice of such additional guarantees in accordance with the requirements of such rules.

The Company will not permit any Restricted Subsidiary, directly or indirectly, to guarantee the payment of any other Credit Facilities or other Public Debt of the Company or any Guarantor unless such incurrence is permitted by the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*," and such Restricted Subsidiary (if not already a Guarantor) simultaneously executes and delivers a supplemental indenture and supplemental intercreditor agreement pursuant to which such Restricted Subsidiary will guarantee payment of the Notes on the same terms and conditions as those set forth in the Indenture, the Intercreditor Agreement and any Additional Intercreditor Agreement and which Note Guarantee will be senior to or *pari passu* with such Restricted Subsidiary's guarantee of such other Credit Facilities or other Public Debt; *provided* that no such additional Note Guarantee need be provided in respect of Credit Facilities or other Public Debt of the Company or any Guarantor (i) that does not exceed €25.0 million in the aggregate with all other Credit Facilities or other Public Debt described under this clause (i), (ii) if the guarantee of such Indebtedness is pursuant to a regulatory requirement and such Credit Facilities or other Public Debt is owed to a regulatory body, or (iii) if such Credit Facilities or other Public Debt is guaranteed by such Restricted Subsidiary on the Issue Date and such Restricted Subsidiary is not a Guarantor.

The Company shall not be obligated to cause such Restricted Subsidiary to guarantee the Notes pursuant to the first or third paragraphs of the covenant described under this caption "*—Additional Note Guarantees*" to the extent that (a) it would be unlawful (including, without limitation, under corporate benefit, thin capitalization, fraudulent preference, "earnings stripping", financial assistance, equitable subordination, transfer pricing, controlled foreign corporation, capital maintenance, liquidity preservation or similar laws or principles) or would result in (or in the opinion of the Company acting reasonably there is a material risk that it would result in) a breach of fiduciary duty or personal or criminal liability for the directors or officers of such Restricted Subsidiary or other members of the Group for such Restricted Subsidiary to become a Guarantor or to give a guarantee in respect of the Super Senior Credit Facilities, (b) it would result in (or there is in the opinion of the Company acting reasonably a material risk that it would result in) a material cost (including, without limitation, by way of adverse effects on interest deductibility or stamp duty, notarization and registration fees) that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee or the procedural requirements involved or potential legal or commercial consequences for such Restricted Subsidiary were it to become a Guarantor would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee, (c) it would result in (or there is a material risk in the opinion of the Company acting reasonably that it would result in) a material tax cost on such Restricted Subsidiary or the Group if such Restricted Subsidiary became a Guarantor that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee or (d) such Restricted Subsidiary is not wholly-owned and accession as a Guarantor would contravene or require any third party consent under any applicable shareholders' or joint venture agreement or other document binding on it.

Where guarantees are granted by a member of the Group, the maximum guaranteed amount may be reasonably limited to minimize stamp duty, notarization, registration or other applicable fees, taxes and duties.

Notwithstanding the preceding paragraphs of the covenant described under this caption "*—Additional Note Guarantees*," any Note Guarantee by a Restricted Subsidiary will provide by its terms that it will be automatically and unconditionally released and discharged when (i) the Indebtedness that gave rise to

the obligation to guarantee the Notes is discharged, (ii) in the case of any Note Guarantee granted as contemplated under the third paragraph of the covenant described under this caption "*—Additional Note Guarantees*" as a result of a Restricted Subsidiary guaranteeing other Credit Facilities or Public Debt, when such other Indebtedness is released and discharged, or (iii) otherwise under the circumstances described under the caption "*—Brief Description of the Notes and the Note Guarantees—The Note Guarantees*." The terms, provisions and limitations related to the Note Guarantees will be included in the Indenture.

Impairment of Security Interest

The Company shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action that would have the result of materially impairing the security interest with respect to the Collateral (it being understood that the incurrence of Permitted Collateral Liens shall under no circumstances be deemed to materially impair the security interest with respect to the Collateral) for the benefit of the Trustee and the holders of the Notes, and the Company shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Agent, for the benefit of the Trustee and the holders of the Notes and the other beneficiaries described in the Security Documents, any interest whatsoever in any of the Collateral, except that the Company and its Restricted Subsidiaries may incur Permitted Collateral Liens, a Permitted Reorganization may be consummated and the Collateral may be discharged, transferred or released in accordance with the Indenture, the applicable Security Documents or the Intercreditor Agreement; *provided*, *however*, that (a) nothing in this provision shall restrict the release or replacement of any security interests in compliance with the terms of the Indenture as described under the caption "*—Security—Release of Security Interests*" and (b) any Security Document may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced, if contemporaneously with any such action, the Company delivers to the Trustee, either (1) a solvency opinion, in form and substance reasonably satisfactory to the Trustee, from an independent financial advisor confirming the solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, (2) a certificate from the Board of Directors of the relevant Person which confirms the solvency of the Person granting such security interest after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or release and replacement, or (3) an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee, confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the Lien or Liens created under the security so amended, extended, renewed, restated, supplemented, modified or replaced are valid Liens, in each case, not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement. In the event that the Company complies with the requirements of the covenant described under this caption "*—Impairment of Security Interest*", the Trustee and/or the Security Agent (as the case may be) shall (subject to customary protections and indemnifications) consent to any such amendment, extension, renewal, restatement, supplement, modification or replacement without the need for instructions from the holders of the Notes.

Limitation on Company Activities

The Company will not engage in any business or undertake any other activity, own any assets or incur any liabilities other than: (a) ownership of the Capital Stock of its Subsidiaries, debit and credit balances with its Subsidiaries and other minimal credit and cash balances in bank accounts and related Investments in cash and Cash Equivalents; (b) the provision of administration services (including the on-lending of monies to Subsidiaries in the manner described in clause (a) above) and management services to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries and the ownership of assets necessary to provide such services; (c) the entry into and performance of its obligations (and incurrence of liabilities) under the Notes, the Indenture, the Super Senior Credit Facilities, any Hedging Obligations, any other Indebtedness (including any Additional Notes) or any other obligations and holding of receivables, in each case permitted by the Indenture, any Security Document to which it is a party, the Intercreditor Agreement, Additional Intercreditor Agreement or any proceeds loans relating to the foregoing; (d) the receiving of any payments or other distributions of the types specified in clauses (1), (2), (3) and (4) of the definition of Restricted Payments in compliance with the covenant described under the caption "*—Restricted Payments*", and making payments or distributions in respect thereof or otherwise and the making of any Permitted Investments of the types specified under clause (11) of the definition thereof; (e) reorganizations for bona fide corporate purposes in compliance with the covenant described

under the caption "—*Merger, Consolidation or Sale of Assets*"; *provided* that any successor entity resulting from any such reorganization is subject to the covenant described in this paragraph; (f) the granting of Security Interests in accordance with the terms of the Notes, the Indenture, the Super Senior Credit Facilities, any Hedging Obligations, any other Indebtedness or any other obligations, in each case permitted by the Indenture, any Security Document to which it is a party, the Intercreditor Agreement, Additional Intercreditor Agreement or any proceeds loans relating to the foregoing; (g) wages, professional fees and administration costs in the ordinary course of business as a holding company; (h) related or reasonably incidental to the establishment or maintenance of its or its Subsidiaries' corporate existence; (i) any liabilities under any purchase agreement or any other document entered into in connection with the issuance of the Notes or the incurrence of any other Indebtedness permitted under the Indenture (including under the Super Senior Credit Facilities and any Additional Notes) and ownership of assets arising out of the loaning of the proceeds of the incurrence of any such Indebtedness; (j) a Permitted Reorganization; (k) those related or incidental to the Company's obligations in respect of being a public company (or, in the event of a Permitted Reorganization, a subsidiary thereof) or (l) any other activities which are not specifically listed above which are ancillary to or related to those listed above or which are not materially adverse to the holders of the Notes in the good faith determination of the Company.

Suspension of Certain Covenants when Notes Rated Investment Grade

If on any date following the Issue Date, (1) two of the following three are satisfied: (i) the Notes are rated Baa3 or better by Moody's, (ii) the Notes are rated BBB− or better by S&P or (iii) the Notes are rated BBB− or better by Fitch (or, if any of Moody's, S&P or Fitch ceases to rate the Notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company as a replacement agency); and (2) no Default or Event of Default shall have occurred and be continuing, then, beginning on that day and subject to the provisions of the following paragraph, the covenants specifically described under the following captions in this "*Description of the Notes*" will be suspended and, in each case, any related default provision of the Indenture will cease to be effective and will not be applicable to the Company and its Restricted Subsidiaries:

(1) "—*Restricted Payments*";

(2) "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*";

(3) "—*Dividend and Other Payment Restrictions Affecting Subsidiaries*";

(4) clause (4)(a) of the first paragraph of the covenant described under the caption "—*Merger, Consolidation or Sale of Assets*";

(5) "—*Transactions with Affiliates*";

(6) "—*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*"; and

(7) "—*Additional Note Guarantees*."

During any period that the foregoing covenants have been suspended, the Company's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described under the caption "—*Designation of Restricted and Unrestricted Subsidiaries*" or the second paragraph of the definition of "Unrestricted Subsidiary."

Notwithstanding the foregoing, if the rating assigned by any such rating agency should subsequently decline to below Baa3 or BBB−, as applicable, the foregoing covenants will be reinstituted as of and from the date of such rating decline. Such covenants will not, however, be of any effect with respect to actions properly taken during the period of suspension. Calculations under the reinstated covenant described under the caption "—*Restricted Payments*" will be made as if the covenant described under the caption "—*Restricted Payments*" had been in effect since the Issue Date except that no default will be deemed to have occurred by reason of a Restricted Payment made while that covenant was suspended. On the rating decline date, all Indebtedness incurred during the suspension period will be classified, at the Company's option, as having been incurred pursuant to the first paragraph of the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" or one or more of the clauses set forth in the second paragraph of such covenant (to the extent such Indebtedness would be permitted to be incurred thereunder as of the rating decline date and after giving effect to Indebtedness incurred prior to the suspension period and outstanding on the rating decline date). To the extent that such Indebtedness would be so permitted to be incurred under the first two

paragraphs of the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified under clause (2) of the second paragraph of the covenant described under the caption "—*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*."

The Company shall notify the Trustee that the conditions set forth in the first paragraph under this caption have been satisfied; *provided* that no such notification shall be a condition for the suspension of the covenants described under this caption "—*Suspension of Certain Covenants when Notes Rated Investment Grade*" to be effective; *provided*, *further*, that the Trustee shall be under no obligation to inform holders of the Notes that the conditions set forth in the first paragraph under this caption have been satisfied.

Reports

The Company will post on its website and furnish to the Trustee and holders the following reports:

(1) within 120 days after the end of the Company's fiscal year beginning with the fiscal year ending March 31, 2022, annual reports containing (in the case of sub-clauses (a) and (c)) a level of detail that is comparable in all material respects to the Offering Memorandum and the following information: (a) audited consolidated balance sheets of the Company as of the end of the two most recent fiscal years and audited consolidated income statements and cash flow statements of the Company for the three most recent fiscal years, including appropriate footnotes to such financial statements, and the report of the independent auditors on the financial statements; (b) pro forma income statement and balance sheet information, together with summary explanatory footnotes, for any material acquisitions or dispositions that represent greater than 20% of the consolidated revenues, EBITDA or assets of the Company on a *pro forma* basis (which shall not, for the avoidance of doubt, include the provision of a full income statement or balance sheet to the extent not reasonably available) or recapitalizations that have occurred since the beginning of the most recently completed fiscal year; (c) to the extent relating to annual periods, an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; (d) a summary description of the business, management and shareholders of the Company, all material Affiliate Transactions and a description of all material contractual arrangements, including material debt instruments; and (e) a summary description of any material changes to risk factors and material recent developments;

(2) within (i) 60 days following the end of the second and third fiscal quarters in each fiscal year of the Company and (ii) 75 days following the end of the first fiscal quarter in each fiscal year of the Company beginning with the fiscal year ending March 31, 2022, all quarterly financial statements containing the following information: (a) an unaudited condensed consolidated balance sheet as of the end of such quarter and unaudited condensed statements of income and cash flow for the most recent quarter year-to-date period ending on the unaudited condensed balance sheet date, and the comparable prior year periods, together with condensed footnote disclosure; (b) pro forma income statement and balance sheet information, together with summary explanatory footnotes, for any material acquisitions or dispositions that represent greater than 20% of the consolidated revenues, EBITDA or assets of the Company on a *pro forma* basis (which shall not, for the avoidance of doubt, include the provision of a full income statement or balance sheet to the extent not reasonably available) or recapitalizations that have occurred since the beginning of the most recently completed fiscal quarter as to which such quarterly report relates, in each case unless pro forma information has been provided in a previous report pursuant to clause (3) below (*provided* that a material acquisition, disposition or recapitalization that has occurred fewer than 30 days prior to the last day of the completed fiscal quarter as to which such quarterly report relates may be reported in the next interim report provided pursuant to the covenant described under this caption "—*Reports*"); (c) an operating and financial review of the unaudited financial statements, including a discussion of the results of operations, financial condition, and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; and (d) material recent developments; and

(3) promptly after the occurrence of a material acquisition, disposition, restructuring, management or board of directors change or change in auditors, a report containing a description of such event.

All financial statement and pro forma financial information shall be prepared on a consistent basis for the periods presented and the financial statements required under clause (1) may be presented in the same

format as in the Offering Memorandum; *provided*, *however*, that the reports set forth in clauses (1), (2) and (3) above may, in the event of a change in applicable International Financial Reporting Standards, present earlier periods on a basis that applied to such periods, subject to the provisions of the Indenture. No report need include separate financial statements or financial data for any Guarantors or non-guarantor Subsidiaries of the Company; *provided* that the annual report in clause (1) shall include a statement of the aggregate percentage of the consolidated EBITDA of the Company represented by the Guarantors.

At any time that any of the Company's Subsidiaries are Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, constitutes a Significant Subsidiary, then the annual and quarterly information required by clauses (1) and (2) of the first paragraph of the covenant described under this caption "—*Reports*" shall include either (i) a reasonable detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries or (ii) standalone audited or unaudited financial statements, as the case may be, of such Unrestricted Subsidiary or Unrestricted Subsidiaries (as a group or otherwise) together with an unaudited reconciliation to the financial information of the Company and its Subsidiaries, which reconciliation shall include the following items: revenues, EBITDA, net income, cash, total assets, total debt, shareholders equity, capital expenditures and interest expense.

In addition, so long as the Notes remain outstanding and during any period during which the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), the Company will furnish to the holders, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Notwithstanding the above, for so long as ordinary shares of the Company remain listed on a recognized European or United States stock exchange, the requirements of clauses (1), (2) and (3) above shall be considered to have been fulfilled if the Company complies with the reporting requirements of such stock exchange; *provided* that the Company will comply with the requirements set forth in clause (2) above if the European or United States stock exchange where its ordinary shares are listed does not require listed issuers to provide financial statements on a quarterly basis.

Additional Intercreditor Agreements

At the request of the Company, in connection with the incurrence by the Company or any Restricted Subsidiary of any Indebtedness permitted to be secured under the Indenture, the Company, the relevant Restricted Subsidiaries, the Trustee and the Security Agent shall enter into with the holders of such Indebtedness (or their duly authorized representatives) an intercreditor agreement (an "*Additional Intercreditor Agreement*") on substantially the same terms as the Intercreditor Agreement (or terms not materially less favorable to the holders (*provided* that the Trustee and the Security Agent shall have received an Officer's Certificate to that effect)); *provided* that such Additional Intercreditor Agreement will not impose any personal obligations on the Trustee or the Security Agent or, in the opinion of the Trustee or the Security Agent, adversely affect the rights, duties, liabilities or immunities of the Trustee or the Security Agent, as the case may be, under the Indenture or the Intercreditor Agreement.

At the direction of the Company and without the consent of holders of the Notes, the Trustee and the Security Agent shall from time to time enter into one or more amendments to any Intercreditor Agreement to (1) cure any ambiguity, omission, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such agreement that may be incurred by the Company or any Restricted Subsidiary that is subject to any such agreement (including, with respect to any Intercreditor Agreement or Additional Intercreditor Agreement, the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes), (3) add Restricted Subsidiaries to the Intercreditor Agreement or an Additional Intercreditor Agreement, (4) secure the Notes (including Additional Notes), (5) make provision for equal and ratable pledges of the Collateral to secure Additional Notes or other Indebtedness permitted to be secured by the Indenture or (6) make any other change to any such agreement that does not adversely affect the holders in any material respect (*provided* that the Trustee and the Security Agent shall have received an Officer's Certificate to that effect). The Company may only direct the Trustee and the Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or the Security Agent, in the opinion of the Trustee or the Security Agent, or adversely affect the rights, duties, liabilities or immunities of the Trustee under the Indenture, any Intercreditor Agreement or Additional Intercreditor Agreement.

Each holder, by accepting a Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement or an Additional Intercreditor Agreement and to have consented to and directed the Trustee and the Security Agent to enter into the Intercreditor Agreement or any Additional Intercreditor Agreement (whether then entered into or entered into in the future pursuant to the provisions described within this "*Description of the Notes*").

Financial Calculations

When calculating the satisfaction of or availability under any Applicable Metric in the Indenture in connection with any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction where there is a time difference between commitment and closing or incurrence (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the date of determination of such Applicable Metric shall, at the option of the Company (the "Determination Date Election"), be the date the definitive agreements for such acquisition, disposition, merger, joint venture, investment, incurrence, Change of Control or similar transaction are entered into (the "Determination Date") and such Applicable Metric shall be calculated on a pro forma basis after giving effect to such acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or similar transaction and the other transactions to be entered into in connection therewith (including any Restricted Payment, Permitted Investment, Asset Sale, incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the applicable reference period for purposes of determining the ability to consummate any such transaction (and not for purposes of any subsequent availability of any Applicable Metric); *provided* that the pro forma calculation may exclude any non-recurring fees, costs and expenses attributable to any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction.

If the Company has made a Determination Date Election, then in connection with any subsequent calculation of the satisfaction of or availability under any Applicable Metric with respect to any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the conveyance, lease or other transfer of all or substantially all of the assets of the Company or the designation of an Unrestricted Subsidiary on or following the relevant the Determination Date and prior to the earlier of the date on which such transaction is consummated or the definitive agreement for such transaction is terminated or expires without consummation of such transaction, any such Applicable Metric shall be calculated on a pro forma basis assuming such transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. If the Company has made a Determination Date Election and any of the Applicable Metrics for which compliance was determined or tested as of the Determination Date is exceeded as a result of fluctuations in any such Applicable Metric, including due to fluctuations in Consolidated EBITDA, Indebtedness, Senior Secured Indebtedness or cash and Cash Equivalents of the Company or the target company, at or prior to the consummation of the relevant transaction or action, such Applicable Metrics will not be deemed to have been exceeded as a result of such fluctuations. If any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the Determination Date would at any time after the Determination Date not have been complied with or satisfied (including due to the occurrence or continuation of a Default or an Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing).

If any Applicable Metric is determined by reference to the greater of a fixed amount (the "*numerical permission*") and a percentage of Consolidated EBITDA (the "*grower permission*") and the grower permission of the Applicable Metric exceeds the applicable numerical permission at any time, the numerical permission shall be deemed to be increased to the highest amount of the grower permission reached from time to time and shall not subsequently be reduced as a result of any decrease in the grower permission.

For all purposes under this Indenture (including the calculation of any Applicable Metric based on Consolidated EBITDA) and unless expressly provided otherwise, Consolidated EBITDA shall be calculated (i) before the date on which the Company's internal financial statements are available for the fiscal quarter ending December 31, 2022 (the "*Relevant Date*"), as the greater of (x) Consolidated EBITDA for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such calculation and (y) four (4) *times* Consolidated EBITDA for the most recently ended fiscal quarter for which internal financial statements are available immediately

preceding the date of such calculation (the "*Alternative Consolidated EBITDA Calculation*"), and (ii) on or after the Relevant Date, as Consolidated EBITDA for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such calculation (the "*Standard Consolidated EBITDA Calculation*"). If for purposes of the calculation of any Applicable Metric based on Consolidated EBITDA *pro forma* effect has to be given to acquisitions that have been made by the Company or any of its Restricted Subsidiaries (including through mergers or consolidations and including any related financing transactions) during the relevant four-quarter reference period, or subsequent to such reference period and on or prior to the relevant calculation date, the consolidated EBITDA (or equivalent metric) of such acquired company to be taken into account for purposes such calculation, shall be calculated, *mutatis mutandis*, on the basis described in the preceding sentence.

Events of Default and Remedies

Each of the following is an Event of Default:

(1) default for 30 days in the payment when due of interest on, or Additional Amounts with respect to, the Notes;

(2) default in payment when due at maturity, upon redemption, upon repurchase, upon declaration or otherwise, of the principal of, or premium, if any, on the Notes;

(3) failure by the Company or any of its Subsidiaries to comply with the covenant described under the caption "*—Certain Covenants—Merger, Consolidation or Sale of Assets*";

(4) failure by the Company or any Restricted Subsidiary for 30 days after written notice to comply with the covenants described under the captions "*—Repurchase at the Option of Holders*" and "*—Certain Covenants*";

(5) failure by the Company or any Restricted Subsidiary for 60 days after written notice to comply with any of the other agreements in the Indenture;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or guarantee now exists, or is created after the Issue Date, if that default:

   (a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

   (b) results in the acceleration of such Indebtedness prior to its express maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, in the aggregate exceeds the greater of (a) €50.0 million and (b) an amount equal to 37.9% of Consolidated EBITDA;

(7) failure by the Company or any Restricted Subsidiary to pay final judgments (which are not covered by insurance as to which a claim has been submitted and the insurer has not disclaimed or indicated an intent to disclaim responsibility for the payment thereof) in the aggregate exceeding the greater of (a) €50.0 million and (b) an amount equal to 37.9% of Consolidated EBITDA, which judgments are not paid, discharged or stayed for a period of 60 days;

(8) except as permitted by the Indenture, any Note Guarantee of any Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor shall deny or disaffirm in writing its obligations under its Note Guarantee and such Default continues for 20 days;

(9) any security interest under the Security Documents shall, at any time, cease to be in full force and effect (other than in accordance with the relevant Security Documents, the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement) for any reason other than satisfaction in full of all obligations of the Company and its Subsidiaries under the Indenture or the release of any such security interest in accordance with the Security Documents, the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement, or the Indenture or any security interest created

pursuant to the Indenture and the Security Documents shall be declared invalid or unenforceable or the Company shall assert in writing that any such security interest is invalid or unenforceable or any pledgor disaffirms in writing its obligations under the Security Documents and any such Default continues for 10 days; *provided* that, in each case, such action or event occurs in relation to any Collateral having a market value exceeding the greater of (a) €30.0 million and (b) an amount equal to 22.7% of Consolidated EBITDA;

(10) default under any other Indebtedness that is secured by the Collateral if such default results in the creditors under such Indebtedness commencing an enforcement action of their security rights over the Collateral; and

(11) certain events of bankruptcy or insolvency described in the Indenture with respect to the Company or any Restricted Subsidiary that is a Significant Subsidiary.

However, a default under clauses (4), (5), (6) or (7) of this paragraph will not constitute an Event of Default until the Trustee or the holders of 25% in aggregate principal amount of the outstanding Notes notify the Company of the default and, with respect to clauses (4), (5), (6) and (7), the Company does not cure such default within the time specified in clauses (4), (5), (6) or (7), as applicable, of this paragraph after receipt of such notice.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under the caption "*—Events of Default and Remedies*" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (6) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, within 30 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium or interest, including Additional Amounts, if any, on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

Notwithstanding clause (11) of this paragraph, the solvent liquidation or other dissolution of any Restricted Subsidiary of the Company that is a Significant Subsidiary (including, without limitation, the appointment of a liquidator or other similar officer in connection with such solvent liquidation or other dissolution) which constitutes a Permitted Reorganization shall not be an Event of Default.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from holders notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal, interest, or Additional Amounts.

The holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or Additional Amounts on, or the principal of, the Notes.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default that would give either the Trustee or the holders of at least 25% or more in aggregate principal amount of Notes then outstanding the right to declare the Notes immediately due and payable, the Company is required to deliver to the Trustee a statement specifying such Default or Event of Default.

If a Default occurs for a failure to deliver a required certificate in connection with another default (an "*Initial Default*") then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action. Any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant

described under the caption "*—Certain Covenants—Reports*" or otherwise to deliver any notice or certificate pursuant to any other provision of the Indenture shall be deemed to be cured upon the delivery within the 30 day period contemplated by clause (4) of the first paragraph under this caption "*—Events of Default and Remedies*" of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Indenture.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors, the Indenture or the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws of the United States.

Legal Defeasance and Covenant Defeasance

The Company may, at its option, and at any time, elect to have all of its obligations discharged with respect to the outstanding Notes and all obligations of the Company and any Guarantors discharged with respect to their Note Guarantees ("*Legal Defeasance*") except for:

(1) the rights of holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium, and Additional Amounts, if any, on such Notes when such payments are due from the trust referred to below;

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's and any Guarantor's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option, and at any time, elect to have the obligations of the Company and any Guarantors released with respect to certain covenants that are described in the Indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (excluding non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under the caption "*—Events of Default and Remedies*" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit or cause to be deposited with the Trustee (or such other entity designated or appointed (as agent) by it for such purpose), in trust, for the benefit of the holders of the Notes, cash in euros, non-callable European Government Obligations, or a combination of cash in euros and non-callable European Government Obligations, in amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, and Additional Amounts, if any, on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company has delivered to the Trustee an Opinion of Counsel in form and substance reasonably acceptable to the Trustee confirming that (a) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, the beneficial owners of the outstanding Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such Legal Defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company has delivered to the Trustee an Opinion of Counsel in form and substance reasonably acceptable to the Trustee confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such Covenant Defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture) to which the Company or any Restricted Subsidiary is a party or by which the Company or any Restricted Subsidiary is bound;

(6) the Company must deliver to the Trustee an Officer's Certificate stating that the deposit was not made or caused to be made by the Company with the intent of preferring the holders over the other creditors of the Company or of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(7) the Company must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of the Indenture, the Notes, the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents may be waived with the consent of the holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes); *provided*, *however*, that if any amendment, waiver or other modification will only affect one series of the Notes, only the consent of a majority in principal amount of the then outstanding Notes of such series shall be required.

For so long as the Notes are listed on the Official List of the LxSE and admitted to trading on the Euro MTF Market and the rules of this exchange so require, the Company will inform the LxSE and publish a notice of any such amendment, supplement or waiver in a newspaper having a general circulation in Luxembourg (currently expected to be the Luxemburger Wort) or the website of the LxSE (www.bourse.lu).

Without the consent (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes) of holders of at least 90% of the aggregate principal amount of the then outstanding Notes affected (*provided* that, if any amendment, waiver or other modification will only affect one series of the Notes, only the consent of at least 90% of the aggregate principal amount of the then outstanding Notes of such series shall be required), an amendment or waiver may not (with respect to any Notes held by a non-consenting holder):

(1) reduce the principal amount of Notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions described under the caption "*—Repurchase at the Option of Holders*" and the covenant described under the caption "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries"*);

(3) reduce the rate of or change the time for payment of interest on any Note;

(4) amend the contractual right of any holder of Notes to institute suit for the enforcement of any payment of, premium, if any, or interest on any such holder's Notes on or after the stated maturity or redemption date of any such holder's Notes;

(5) waive a Default or Event of Default in the payment of principal of, or interest, premium, or Additional Amounts, if any, on the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(6) make any Note payable in currency other than that stated in the Notes;

(7) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of holders of Notes to receive payments of principal of, or interest, premium, or Additional Amounts, if any, on the Notes;

(8) waive a redemption payment with respect to the Notes (other than a payment required by either the provisions described under the caption "*—Repurchase at the Option of Holders*" or the covenant described under the caption "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*");

(9) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture, except in accordance with the terms of the Indenture or the Intercreditor Agreement;

(10) release the security interest granted for the benefit of the holders of Notes in the Collateral other than in accordance with the terms of the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement or as otherwise permitted by the Indenture; or

(11) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding paragraphs, without the consent of any holder of Notes, the Company and the Guarantors and the Trustee and the other parties thereto may amend or supplement the Indenture, the Notes or the Note Guarantees, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Security Documents:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of Definitive Registered Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to holders in the case of a merger or consolidation or sale of all or substantially all of the Company's or such Guarantor's assets;

(4) to make such changes as are necessary to provide for the issuance of Additional Notes in compliance with the covenants described within this "*Description of the Notes*" (including for the issuance of Additional Notes denominated in a currency different from the currency of the initially issued Notes), or to add guarantees in favor of the Notes;

(5) to mortgage, pledge, hypothecate or grant security interest in favor of the Security Agent to the extent necessary to grant a security interest for the benefit of any Person; *provided* that the granting of such security interest is not prohibited by the Indenture and the covenant described under the caption "*—Certain Covenants—Impairment of Security Interest*" is complied with;

(6) to conform the text of the Indenture, the Note Guarantees, the Security Documents or the Notes to any provision of this "*Description of the Notes*" to the extent that such provision in this "*Description of the Notes*" was intended to be a verbatim recitation of a provision of the Indenture, the Security Documents, the Note Guarantees or the Notes;

(7) to add additional assets or property as Collateral;

(8) to evidence and provide the acceptance of the appointment of a successor Trustee or Security Agent under the Indenture, the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement;

(9) as provided under the caption "*—Additional Intercreditor Agreements*";

(10) to allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes;

(11) to confirm and evidence the release, termination, discharge or retaking of any guarantee or Lien (including the Collateral and the Security Documents) with respect to or securing the Notes when

such release, termination, discharge or retaking is provided for under the Indenture, the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement; or

(12) to make any change that would provide any additional rights or benefits to the holders or that does not adversely affect the legal rights under the Indenture of any such holder in any material respect.

The consent of the holders of Notes is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

In formulating its opinion on such matters, the Trustee shall be entitled to rely absolutely on such evidence as it deems appropriate, including an Opinion of Counsel and an Officer's Certificate.

Notwithstanding anything to the contrary in the paragraph above, in order to effect an amendment authorized by clause (10) above, it shall only be necessary for the supplemental indenture to be duly authorized and executed by the Company, such additional Guarantor and the Trustee.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for which payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the delivering of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee (or such other entity designated or appointed (as agent) by it for such purpose) as trust funds in trust solely for the benefit of the holders, cash in euros, non-callable European Government Obligations, or a combination of cash in euros and non-callable European Government Obligations, in an aggregate amount as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, Additional Amounts, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of such deposit or will occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other material instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(4) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2), (3) and (4)).

Concerning the Trustee

The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days or resign. If the Trustee becomes the owner or pledgee of the Notes it may deal with the Company with the same rights it would have if it were not the Trustee, Paying Agent, Registrar or such other agent.

The holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee,

subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is continuing, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations can be read into the Indenture against the Trustee. The Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

Judgment Currency

Any payment on account of an amount that is payable in euros (the "*Required Currency*") which is made to or for the account of any holder of a Note in lawful currency of any other jurisdiction (the "*Other Currency*") whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of any of the Company or any Guarantor shall constitute a discharge of the Company's or such Guarantor's obligation under the Indenture, the Notes or the Note Guarantees, as the case may be, only to the extent of the amount of the Required Currency which such holder could purchase in the New York foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday or Sunday) on which banks in New York, are generally open for business following receipt of the payment first referred to above. If the amount of the Required Currency that could be so purchased is less than the amount of the Required Currency originally due to such holder, the Company or such Guarantor, as the case may be, shall indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in the Indenture, the Notes or the Note Guarantees, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any holder of a Note from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order.

Consent to Jurisdiction and Service of Process

The Indenture will provide that the Company and each Guarantor will appoint eDreams Inc. as its agent for service of process in any suit, action or proceeding with respect to the Indenture, the Notes and the Note Guarantees brought in any federal or state court located in the City of New York and will submit to such jurisdiction.

Additional Information

Anyone who receives this offering memorandum may obtain a copy of the Indenture without charge at the registered office of the Company and at the offices of the Paying Agent and Deutsche Bank AG, London Branch, or by writing to Deutsche Bank Luxembourg S.A.

Governing Law

The Indenture, the Notes and the Note Guarantees are governed by the laws of the State of New York. The Spanish Deed of Issuance will be governed by, and construed in accordance with, Spanish law, as applicable.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and, in the case of any natural

Person, any Immediate Family member of such Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"*Alternative Consolidated EBITDA Calculation*" has the meaning ascribed thereto under "*Certain Covenants—Financial Calculations*."

"*Applicable Metric*" means any financial covenant or financial ratio or incurrence-based permission, test, basket or threshold in the Indenture (including any financial definition or component thereof and any financial ratio, test, basket or threshold or permission based on the calculation of Consolidated EBITDA, Gross Leverage Ratio, Secured Gross Leverage Ratio and Non-Guarantor Gross Leverage Ratio or the Fixed Charge Coverage Ratio), any Default, Event of Default or other relevant breach of the Indenture.

"*Applicable Premium*" means with respect to a Note at any redemption date, the greater of (a) 1% of the principal amount of such Note at such time and (b) the excess of (A) the present value at such time of (i) the redemption price of such Note on January 15, 2024 (such redemption price being described in the table appearing in the second paragraph under the caption "—*Optional Redemption*" exclusive of any accrued interest to such redemption date), plus (ii) any required interest payments due on such Note through and including January 15, 2024 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Bund Rate plus 50 basis points, over (B) the principal amount of such Note, as calculated by the Company or other Person appointed by the Company for this purpose. For the avoidance of doubt, calculation of the Applicable Premium shall not be an obligation or duty of the Trustee, the Paying Agent, the Registrar or the Transfer Agent.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets, other than sales of (i) treasury stock of the Company and (ii) inventory in the ordinary course of business; *provided* that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the covenant described under the caption "—*Certain Covenants—Merger, Consolidation or Sale of Assets*" and not by the covenant described under the caption "—*Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*"; and

(2) the issuance of Capital Stock in any Restricted Subsidiary or the sale by the Company or any Restricted Subsidiary of Capital Stock in any Restricted Subsidiary.

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than €25.0 million;

(2) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(3) an issuance of Equity Interests by any Restricted Subsidiary to the Company or to another Restricted Subsidiary;

(4) the sale, lease, assignment or sublease of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(5) the sale or other disposition of cash or Cash Equivalents;

(6) a Restricted Payment that is permitted by the covenant described under the caption "—*Certain Covenants—Restricted Payments*";

(7) a Permitted Investment;

(8) a disposition of surplus, obsolete or worn-out equipment or any assets or equipment that is no longer useful in the conduct of the business of the Company and its Restricted Subsidiaries in the ordinary course of business;

(9) the grant of licenses and sublicenses of intellectual property rights and software to third parties in the

ordinary course of business and the transfer or disposal to third parties of any intangible assets derived from the research and development of products of the Company in the ordinary course of business;

(10) the disposal or abandonment of intellectual property that is no longer economically practicable to maintain or which is no longer required for the business of the Company and its Restricted Subsidiaries;

(11) sales or dispositions of Receivables in connection with any factoring transaction pursuant to customary arrangements; *provided* that any Indebtedness incurred in relation thereto is permitted to be incurred by the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"*;

(12) a disposition by way of the granting of a Permitted Lien or foreclosures on assets;

(13) a disposition by way of the granting of a Lien permitted by the covenant described under the caption "*—Certain Covenants—Liens*," including Permitted Liens;

(14) the foreclosure, condemnation, abandonment or any similar action with respect to any property or other assets and any surrender or waiver of contract rights, or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(15) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(16) sales or other dispositions of assets received by the Company or any Restricted Subsidiary upon the foreclosure on a Lien granted in favor of the Company or any Restricted Subsidiary;

(17) a disposition that is made in connection with the establishment of a joint venture which is a Permitted Investment or sales, transfers and other dispositions of Investments in joint ventures to the extent required by or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements;

(18) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(19) any sale or other disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(20) the disposition of assets to a Person providing services in relation to such assets, including in connection with any services which have been or are to be outsourced by the Company or any Restricted Subsidiary to such Person; and

(21) that is a disposition as part of any Permitted Reorganization.

"*Available RP Capacity Amount*" means:

(1) the aggregate amount of Restricted Payments that may be made at the time of determination pursuant to (x) the first paragraph of the covenant described under "*—Certain Covenants—Restricted Payments*" and (y) clauses (7), (9) and (12) of the second paragraph of the covenant described under "*—Certain Covenants—Restricted Payments,*" in each case, multiplied by 100%; *minus*

(2) the sum of the amount of the Available RP Capacity Amount utilized by the Company or any Restricted Subsidiary to (i) make Restricted Payments in reliance on the first paragraph of the covenant described under "*—Certain Covenants—Restricted Payments*" and clauses (7), (9) and (12) of the second paragraph of the covenant described under "*—Certain Covenants—Restricted Payments,*" and (ii) Incur Indebtedness pursuant to clause (18) of the second paragraph of the covenant described under "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*"; *plus*

(3) the aggregate principal amount of Indebtedness prepaid prior to or substantially concurrently at such

time, solely to the extent such Indebtedness was Incurred pursuant to clause (18) of the second paragraph of the covenant described under "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" (it being understood that the amount under this clause (3) shall only be available for use pursuant to clause (18) of the second paragraph of the covenant described under "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*").

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Bund Rate*" means, with respect to any relevant date, the rate per annum equal to the equivalent yield to maturity as of such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such relevant date, where:

(1) "*Comparable German Bund Issue*" means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to January 15, 2024, and that would be utilized at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the Notes and of a maturity most nearly equal to January 15, 2024; *provided*, *however*, that, if the period from such redemption date to January 15, 2024, is less than one year, a fixed maturity of one year shall be used;

(2) "*Comparable German Bund Price*" means, with respect to any relevant date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Company obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;

(3) "*Reference German Bund Dealer*" means any dealer of German Bundesanleihe securities appointed by the Company in good faith; and

(4) "*Reference German Bund Dealer Quotations*" means, with respect to each Reference German Bund Dealer and any relevant date, the average as determined by the Company of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third Business Day preceding the relevant date.

"*Business Day*" means a day (other than a Saturday or Sunday) on which banks and financial institutions are open in New York, London, Madrid, Barcelona, Luxembourg and any place of payment under the Indenture.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP as in effect on the Issue Date.

"*Capital Stock*" means:

(1) in the case of a corporation, ordinary shares, preferred stock, corporate stock, share capital, treasury stock or other participation in the share capital of such corporation (including in the form of *acciones* or *participaciones*);

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person;

except, in each case, any *préstamo participativo*.

"Cash Equivalents" means:

(1) (a) euros, U.S. dollars or pound sterling or (b) in respect of any Restricted Subsidiary, its local currency;

(2) securities or marketable direct obligations issued by or directly and fully guaranteed or insured by the government of a member of the European Union, the United Kingdom, the United States, Canada, Switzerland or Japan having maturities of not more than twelve months from the date of acquisition;

(3) certificates of deposit and euro time deposits with maturities of twelve months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of €500.0 million;

(4) repurchase obligations and reverse repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having at the time of acquisition thereof at least P-1 by Moody's, at least A-1 by S&P or at least F-1 by Fitch and in each case maturing within twelve months after the date of acquisition;

(6) Indebtedness or preferred stock issued by Persons with a ranking of "A" or higher from S&P, "A2" or higher from Moody's or "A" or higher from Fitch; and

(7) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole to another "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than one or more Permitted Holders;

(2) the adoption of a plan relating to the liquidation or dissolution of the Company, except as part of a merger, or consolidation, or a sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, in each case permitted under the covenant described under the caption "*—Certain Covenants—Merger, Consolidation or Sale of Assets*"; or

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined in clause (1) above) or any "group" (as that term is used in Section 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares;

provided that, in each case, a Change of Control shall not be deemed to have occurred if such Change of Control is also a Specified Change of Control Event.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Consolidated EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

(1) provision for taxes based on income or profits of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; *plus*

(2) the Consolidated Interest Expense of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; *plus*

(3) depreciation, amortization (including, without limitation, amortization of intangibles and deferred financing fees) and other non-cash charges and expenses (including without limitation write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets and the impact of purchase accounting on the Company and its Restricted Subsidiaries for such period) of the Company and its Restricted Subsidiaries (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) for such period; *plus*

(4) the amount of any minority interest expense consisting of subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Restricted Subsidiary in such period or any prior period, except to the extent of dividends declared or paid on, or other cash payments in respect of, Equity Interests held by such parties; *plus*

(5) any expense or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme; *plus*

(6) any expenses, charges or fees relating to any Equity Offering, Permitted Investment, acquisition, disposition, joint venture, recapitalization or the incurrence, amendment, waiver or other modification of any Indebtedness permitted to be incurred by the Indenture (or the refinancing thereof) (whether or not successful or consummated); *plus*

(7) (i) the amount of any restructuring charge, accrual or reserve (and adjustments to existing reserves), integration cost or other business optimization expense or cost (including charges directly related to the implementation of cost-savings or research and development initiatives) that is deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions or divestitures after the Issue Date, including those related to any severance, retention, signing bonuses, relocation, recruiting and other employee related costs, internal costs in respect of strategic initiatives, research and development initiatives, and curtailments or modifications to pension and post-retirement employment benefit plans (including any settlement of pension liabilities), systems development and establishment costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business and consulting fees Incurred with any of the foregoing and (ii) fees, costs and expenses associated with acquisition related litigation and settlements thereof; *plus*

(8) the amount of "run-rate" cost savings (including cost savings with respect to salary, benefit and other direct savings resulting from work force reductions and facility, benefit and insurance savings), operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies that are projected by the Company (in good faith) to be realized as a result of actions taken or expected to be taken after the date of any acquisition, disposition, divestiture, restructuring or the implementation of a cost savings, research and development or other similar initiative, as applicable (calculated on a pro forma basis as though such cost savings, operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies had been realized on the first day of such period and during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that, in each case in the good faith determination of the Company, (i) all steps have been taken, or are reasonably expected to be taken, in good faith, for realizing such cost-savings, (ii) such cost savings are reasonably identifiable, factually supportable and anticipated to be realized within 24 months of the taking of such action and (iii) the amount of any adjustments made pursuant to this subclause (8) for any period of four consecutive fiscal quarters

shall not exceed more than 25.0% of Consolidated EBITDA for such period (calculated before giving effect to any such adjustments); ***plus***

(9) the amount of deferred revenue from "Prime" subscription fees that have been collected and that are pending to be accrued for such period; ***plus***

(10) unrealized foreign exchange gains or losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Restricted Subsidiaries; ***plus***

(11) all expenses incurred directly in connection with any early extinguishment of Indebtedness; ***minus***

(12) non-cash items increasing such Consolidated Net Income for such period (other than any non-cash items increasing such Consolidated Net Income pursuant to clauses (1) through (14) of the definition of Consolidated Net Income), other than the reversal of a reserve for cash charges in a future period in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP, except as otherwise stated in the Indenture.

"*Consolidated Interest Expense*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense (net of interest income) of such Person and its Subsidiaries which are Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt discount (but not debt issuance costs, commissions, fees and expenses), non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments), the interest component of deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings; *plus*

(2) the consolidated interest expense (but excluding such interest on Subordinated Shareholder Debt) of such Person and its Subsidiaries which are Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Subsidiaries which are Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries which are Restricted Subsidiaries; *plus*

(4) net payments and receipts (if any) pursuant to interest rate Hedging Obligations (excluding amortization of fees) with respect to Indebtedness; *plus*

(5) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock of the Company or preferred stock of any Restricted Subsidiary, other than dividends on Equity Interests payable to the Company or a Restricted Subsidiary, *times* (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined national, state and local statutory tax rate of such Person, expressed as a decimal, as estimated in good faith by a responsible accounting or financial officer of the Company.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiaries), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that:

(1) any net after-tax extraordinary, non-recurring or exceptional gains or losses or income, expenses or charges (less all fees and expenses related thereto) and any severance expenses will be excluded;

(2) the net income of any Person that is not a Restricted Subsidiary or that is accounted for under the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary which is a Subsidiary of the Person;

(3) solely for the purpose of determining the amount available for Restricted Payments under clause (3)(a) of the first paragraph under the caption "*—Certain Covenants—Restricted Payments*," any net

income of any Restricted Subsidiary (other than any Guarantor) will be excluded if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company (or any Guarantor that holds the Equity Interests of such Restricted Subsidiary, as applicable), by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Notes, the Indenture or the Super Senior Credit Facilities and (c) contractual restrictions in effect on the Issue Date with respect to such Restricted Subsidiary and other restrictions with respect to such Restricted Subsidiary that, taken as a whole, are not materially less favorable to the holders of the Notes than such restrictions in effect on the Issue Date), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary (other than any Guarantor), to the limitation contained in this clause);

(4) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations shall be excluded;

(5) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Company or any Restricted Subsidiaries (including pursuant to any sale leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Company) will be excluded;

(6) any one time non-cash charges or any amortization or depreciation resulting from purchase accounting, in each case, in relation to any acquisition of, or merger or consolidation with, another Person or business or resulting from any reorganization or restructuring involving the Company or its Subsidiaries will be excluded;

(7) the cumulative effect of a change in accounting principles will be excluded;

(8) any unrealized gains or losses in respect of Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value or changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations will be excluded;

(9) any non-cash compensation charge or expenses arising from any grant of stock, stock options or other equity based awards will be excluded;

(10) any goodwill or other intangible or tangible asset impairment charges will be excluded;

(11) all deferred financing costs written off and premium paid in connection with any early extinguishment of Indebtedness and any net gain or loss from any write-off or forgiveness of Indebtedness will be excluded;

(12) any capitalized interest (including accreting or pay-in-kind interest) on any Subordinated Shareholder Debt will be excluded;

(13) any foreign currency translation gains or losses (including gains or losses related to currency remeasurements of Indebtedness) of the Company and its Restricted Subsidiaries will be excluded; and

(14) any expenses, costs or other charges (including any non-cash charges) related to the Refinancing will be excluded.

"*Credit Facilities*" means one or more debt facilities, instruments, arrangements, commercial paper facilities, overdraft facilities, indentures, trust deeds or note purchase agreements, in each case with banks, other institutional lenders, funds, investors or governmental lending agencies providing for revolving credit loans, bonds, notes, debt securities, term loans, Receivables financing (including through the sale of Receivables to such lenders or to special purpose entities formed to borrow from such lenders against such Receivables) or letters of credit, bonds, notes, debentures or other corporate debt instruments or other Indebtedness, including the Super Senior Credit Facilities, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time and, in

each case, including all agreements, indentures, instruments, purchase agreements and documents executed and delivered pursuant to or in connection with the foregoing (including any letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facilities" shall include any agreement or instrument (i) changing the maturity of any Indebtedness incurred thereunder, (ii) adding Subsidiaries of the Company as additional borrowers, issuers or guarantors thereunder, (iii) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Non-Cash Consideration*" means the fair market value (as determined in good faith by an officer or the Board of Directors of the Company) of non-cash consideration received by the Company or any Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under the caption "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*."

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 365 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company to repurchase such Capital Stock upon the occurrence of a Change of Control or an Asset Sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described under the caption "*—Certain Covenants—Restricted Payments*."

"*eDreams Gibraltar*" means eDreams (Gibraltar) Limited, an entity organized under the laws of Gibraltar.

"*eDreams Inc*." means eDreams Inc., a corporation organized under the laws of Delaware.

"*eDreams International*" means eDreams International SL, an entity organized under the laws of Spain.

"*eDreams Srl*" means eDreams Srl, an entity organized under the laws of Italy.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding (i) any debt security that is convertible into, or exchangeable for, Capital Stock and (ii) any *préstamo participativo*).

"*Equity Investors*" means (i) the Ardian Funds and its Affiliates or any trust, fund, company or partnership owned, managed or advised by Ardian France S.A. or its Affiliates and (ii) the Permira Funds or any trust, fund, company or partnership owned, managed or advised by Permira Asesores, S.L. or its Affiliates.

"*Equity Offering*" means any public or private sale of Equity Interests of the Company (other than Disqualified Stock) other than public offerings with respect to common stock of the Company registered on Form S-8 or its equivalent.

"*Euro Equivalent*" means, with respect to any monetary amount in a currency other than the euro, at any time of determination thereof, the amount of euro obtained by converting such currency other than euro involved in such computation into euro at the spot rate for the purchase of euro with the applicable currency other than euro as published in the Financial Times in the "Currency Rates" section (or, if the Financial Times is no longer published, or if such information is no longer available in the Financial Times, such source as may be selected in good faith by the Company) on the date of such determination. Except as expressly provided otherwise, whenever it is necessary to determine whether the Company or any Restricted Subsidiary has complied with any covenant or other provision in the Indenture or if there

has occurred a Default or an Event of Default and an amount is expressed in a currency other than euro, such amount will be treated as the Euro Equivalent determined as of the date such amount is initially determined in such non euro currency. For purposes of determining whether any Indebtedness can be incurred (including Permitted Debt), any Investment can be made or any transaction under the covenant described under the caption "*—Certain Covenants—Transactions with Affiliates*" can be undertaken (a "*Tested Transaction*"), the Euro Equivalent of such Indebtedness, Investment or transaction under the covenant described under the caption "*—Certain Covenants—Transactions with Affiliates*" shall be determined on the date incurred, made or undertaken and, in each case, no subsequent change in the Euro Equivalent shall cause such Tested Transaction to have been incurred, made or undertaken in violation of the Indenture.

"*European Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of a member state of the European Union (including any agency or instrumentality thereof) for the payment of which the full faith and credit of such government is pledged.

"*Event of Default*" has the meaning set forth under "*—Events of Default and Remedies*."

"*Exchange Act*" means the U.S. Exchange Act of 1934, as amended.

"*Existing Indebtedness*" means Indebtedness in existence on the Issue Date, but excluding any Indebtedness under the Super Senior Credit Facilities; *provided* that Indebtedness that is intended to be repaid from the proceeds from the Notes as described in the Offering Memorandum under the caption "*Use of Proceeds*" shall constitute Existing Indebtedness only until such Indebtedness is so repaid.

"*Fair Market Value*" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. For purposes of the covenants described under the captions "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*" and "*—Certain Covenants—Restricted Payments*," the Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of €50.0 million, shall be set forth in a resolution approved by at least a majority of the Board of Directors of the Company set forth in an Officer's Certificate delivered to the Trustee. Except as otherwise provided herein, and for the purposes of the covenants described under the captions "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*" and "*—Certain Covenants—Restricted Payments*," Fair Market Value will be determined in good faith by a responsible accounting or financial officer of the Company, whose determination will be final and conclusive.

"*Fitch*" means Fitch Ratings.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of determination, the ratio of the Consolidated EBITDA of such Person for such period (calculated (i) before the Relevant Date, on the basis of the Alternative Consolidated EBITDA Calculation, and (ii) on or after the Relevant Date, on the basis of the Standard Consolidated EBITDA Calculation) to the Consolidated Interest Expense of such Person for such period. In the event that the specified Person or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings, unless such ordinary working capital borrowings have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the Calculation Date; *provided*, *however*, that the pro forma calculation of Consolidated Interest Expense shall not give effect to any Permitted Debt (as defined in the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*") incurred on the date of determination or to any discharge on the date of determination of any Indebtedness to the extent such discharge results from the proceeds of Permitted Debt.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis, but without giving effect to clause (2) of the proviso set forth in the definition of Consolidated Net Income; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Fixed Charge Coverage Ratio shall be calculated, *mutatis mutandis*, on the basis described in the first paragraph of this definition;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Calculation Date, shall be excluded;

(3) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the specified Person or any of its Subsidiaries following the Calculation Date; and

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period.

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include pro forma expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever pro forma effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (1) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (2) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"*GAAP*" means International Financial Reporting Standards promulgated by the International Accounting Standards Board and as adopted by the European Union or any variation thereof with which the Company or any Restricted Subsidiary are, or may be, required to comply; *provided* that at any date after the Issue Date, other than for purposes of the reports required under the covenant described under the caption "*—Certain Covenants—Reports*", the Company may make an irrevocable election to establish that "GAAP" shall mean GAAP as in effect on a date that is on or prior to the date of such election.

"*Geo Travel Pacific*" means Geo Travel Pacific Pty Ltd (ABN 33 167 794 756), a company incorporated under the laws of the Commonwealth of Australia, having its registered office at C/- Gunderson Briggs, Level 2, 117 Clarence street, Sydney, 2000, New South Wales, Australia.

"*Go Voyages*" means Go Voyages SAS, an entity organized under the laws of France.

"*Go Voyages Trade*" means Go Voyages Trade SAS, an entity organized under the laws of France.

"Gross Leverage Ratio" means, as of any date of determination, the ratio of (x) the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of

such date to (y) the aggregate amount of Consolidated EBITDA of the Company calculated (i) before the Relevant Date, on the basis of the Alternative Consolidated EBITDA Calculation, and (ii) on or after the Relevant Date, on the basis of the Standard Consolidated EBITDA Calculation. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings that have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Gross Leverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Gross Leverage Ratio is made (the "*Leverage Ratio Calculation Date*"), then the Gross Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Gross Leverage Ratio:

(1) acquisitions that have been made by the Company or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Leverage Ratio Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Gross Leverage Ratio shall be calculated, *mutatis mutandis*, on the basis described in the first paragraph of this definition;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Leverage Ratio Calculation Date, shall be excluded;

(3) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Leverage Ratio Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the Company or any of its Restricted Subsidiaries following the Leverage Ratio Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and any Person that is not a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(5) transfers of shares of, or other transactions that have occurred or are contractually committed with respect to, the Company or any Restricted Subsidiary, that constitute an event that is contemplated by the definition of Specified Change of Control Event, and solely for the purpose of making the determination pursuant to Specified Change of Control Event, shall be given pro forma effect as if it had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a pro forma basis (including anticipated synergies and expenses and cost savings expected to be obtained from such transaction).

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever pro forma effect is to be given to a transaction, (a) the pro forma calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include pro forma expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company, (b) in respect of cost synergies and cost savings, the pro forma calculations shall be made as though the full effect of such cost synergies and cost savings were realized on the first day of the relevant period and shall also include the reasonably anticipated full run rate cost savings effect (determined in good faith by a responsible financial or accounting officer of the Company) of costs savings and programs that have been initiated by the Company and its Restricted Subsidiaries as though such costs savings programs had been fully implemented on the first day of the relevant period, (c) pro forma effect shall be given to transactions for which the Company has made a Determination Date Election, (d) Indebtedness incurred in reliance on the second paragraph of the covenant described under "*Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" (other

than pursuant to clause (15) thereof) as of the date of determination shall be excluded and (e) the discharge on the determination date of any Indebtedness to the extent that the discharge of such Indebtedness results from proceeds of Indebtedness incurred in reliance on the second paragraph of the covenant described under "*Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"* shall not be given effect.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever pro forma effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (1) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (2) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"*Group*" means the Company and its Subsidiaries.

"*guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"*Guarantors*" means each of Opodo Limited, Go Voyages, Liligo, Go Voyages Trade, eDreams Srl, Vacaciones eDreams, eDreams International, Travellink, Geo Travel Pacific, eDreams, Inc. and eDreams Gibraltar and any other Restricted Subsidiary that guarantees the Notes from time to time; *provided*, in each case, that a Guarantor shall cease to be a Guarantor upon release of its Note Guarantee in accordance with the terms of the Indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates or foreign exchange rates.

"*Immediate Family*" has the meaning specified in Rule 16a-1(e) of the Exchange Act.

"*Indebtedness*" means:

(A) with respect to any specified Person, the principal and premium amount of any indebtedness (excluding accrued expenses and trade payables) of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or, without duplication, reimbursement agreements in respect thereof, except to the extent such reimbursement obligation relates to a trade payable and such obligation is satisfied within 30 days of incurrence);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property or services which deferred purchase price is due more than twelve months after such property is acquired or such services are completed (but excluding, for the purpose of calculating the Fixed Charge Coverage Ratio, any amount deemed to represent interest pursuant to the definition of Consolidated Interest Expense); or

(6) representing any Hedging Obligations (the amount of any such indebtedness to be equal at

any time to the net payments that would be payable by such Person at such time under the Hedging Obligations at its scheduled termination date),

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with GAAP; and

(B) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person (to the extent guaranteed by such Person); *provided*, *however*, that in the case of such Indebtedness secured by a Lien, the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Person;

provided, *however*, that in no event shall the following constitute Indebtedness: (i) advances paid by customers in the ordinary course of business for services or products to be provided or delivered in the future, (ii) deferred taxes, (iii) post-closing payment adjustments in connection with the purchase of any business to which a seller may be entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter, (iv) any contingent obligation in respect of workers' compensation claims, early retirement obligations, obligations in respect of severance or retirement or pension fund contributions, (v) contingent obligations in the ordinary course, (vi) any obligations in respect of operating leases and other leases that do not constitute Capital Lease Obligations, (vii) obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, performance bond, advance payment bonds, surety bonds, completion or performance guarantees or similar transactions, including any such letter of credit or guarantee issued under any Credit Facility (including the Super Senior Credit Facilities), to the extent that such letters, bonds, guarantees or similar credit transactions are not drawn upon, (viii) obligations of any other Person except as provided by (B) above, and (ix) Subordinated Shareholder Debt.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount of the Indebtedness in the case of any other Indebtedness.

"*Intercreditor Agreement*" means the Intercreditor Agreement, dated on the Issue Date, between, amongst others, the facility agent under the Super Senior Credit Facilities, the Company, various subsidiaries of the Company, the Trustee and the Security Agent, as amended from time to time.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of other extensions of credit, loans (including the maintenance of current accounts, cash accounts, and the extension of guarantees or other obligations), advances (other than advances to suppliers in the ordinary course of business or to customers in the ordinary course of business that are recorded as Receivables) or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet (excluding the footnotes) prepared in accordance with GAAP. If the Company or any of its Subsidiaries sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the last paragraph of the covenant described under the caption "*—Certain Covenants—Restricted Payments*." The acquisition by the Company or any of its Subsidiaries of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person in an amount determined as provided in the last paragraph of the covenant described under the caption "*—Certain Covenants—Restricted Payments*."

"*Issue Date*" means February 2, 2022.

"*Legal Reservations*" means (1) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganization and other laws generally affecting the rights of creditors, (2) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of any stamp duty may be void and defenses of set-off or counterclaim, (3) the principle that default interest may be held to be unenforceable on the grounds that it is a penalty, (4) similar principles, rights and defenses under the laws of any relevant jurisdiction and (5) any other matters which are customarily set out as qualifications or reservations as to matters of law of general application in legal opinions regarding such matters.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"*Liligo*" means Liligo Metasearch Technologies SAS, an entity organized under the laws of France.

"*Loan Receivable*" means any rights in respect of any Indebtedness arising under any downstream intercompany loan made by the Company to any Subsidiary of the Company (but, for the avoidance of doubt, excluding any Indebtedness arising under (i) any upstream intercompany loan made by a Subsidiary of the Company to the Company and (ii) any upstream, downstream or cross-stream intercompany loans between any Subsidiaries of the Company).

"*Material Subsidiary*" means any Restricted Subsidiary of which the operating profit less depreciation, amortization and impairment losses calculated on a basis consistent with Consolidated EBITDA and excluding intra-group items is equal to or greater than 5.0% of the Consolidated EBITDA of the Company and its Subsidiaries, determined by reference to the most recently available audited accounts delivered to the Trustee pursuant to the Indenture. A determination by a responsible accounting or financial officer of the Company that a Restricted Subsidiary is or is not a Material Subsidiary shall in the absence of manifest error be final and conclusive.

"*Merger*" means any amalgamation, demerger, merger, consolidation or corporate reconstruction.

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Cash Proceeds*" means (a) the aggregate proceeds in cash or Cash Equivalents received by the Company or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash in cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP; and (b) with respect to any issuance or sale of Capital Stock or Permitted Refinancing Indebtedness, the proceeds of such issuance or sale in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary), net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultants' and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*Non-Guarantor Gross Leverage Ratio*" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date" in clause (x) of such definition with "(1) the sum of the aggregate outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date less (2) the sum of the aggregate outstanding Indebtedness incurred solely by the Company

and/or a Guarantor on a consolidated basis as of such date (for the avoidance of doubt, excluding from this calculation any Indebtedness of the Company or any Restricted Subsidiary owed to the Company or any Restricted Subsidiary)".

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither the Company nor any Restricted Subsidiary (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than Indebtedness with respect to the Notes) of the Company or any Restricted Subsidiary to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity (except for any such right that would arise pursuant to Existing Indebtedness or Credit Facilities including any refinancing in respect thereof permitted by the Indenture); and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any Restricted Subsidiary.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Offering Memorandum*" means the offering memorandum in relation to the Notes.

"*Officer's Certificate*" means, with respect to any Person, a certificate signed by one authorized legal or financial officer of such Person.

"*Opinion of Counsel*" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or its Subsidiaries.

"*Opodo Limited*" means Opodo Limited, a company incorporated in England and Wales with Company Number 04051797.

"*Pari Passu Indebtedness*" means Indebtedness of the Company or any Guarantor which is *pari passu* in right of payment with, in the case of the Company, the Notes, and in the case of any Guarantor, such Guarantor's Note Guarantee.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets, cash and Cash Equivalents between the Company or any Restricted Subsidiary and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under the caption"—*Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*."

"*Permitted Collateral Liens*" means (1) Liens on the Collateral (a) arising by operation of law or that are described in one or more of clauses (5), (8), (9), (11), (14), (17), (18) and (26) of the definition of "Permitted Liens" or (b) that are Liens granted to cash management banks securing cash management operations and that, in each case, would not materially interfere with the ability of the Security Agent to enforce the Liens on the Collateral; (2) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under (a) clauses (1) or (7) of the second paragraph of the covenant described under the caption "—*Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (which Indebtedness incurred under clause (1) or, to the extent securing Indebtedness representing any Hedging Obligations in respect of interest rates under any Notes bearing a floating interest rate (including Additional Notes bearing a floating interest date), clause (7) of the second paragraph of the covenant described under the caption "—*Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" may have super priority not materially less favorable to the holders of the Notes than that accorded to the Super Senior Credit Facilities on the Issue Date as provided in the Intercreditor Agreement on the Issue Date or (b) clause (8) of the second paragraph of the covenant described under the caption "—*Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (to the extent the guarantees described in clause (8) are in respect of Indebtedness otherwise permitted to be secured and is specified in this definition of "Permitted Collateral Liens"); (3) Liens on the Collateral

securing the Notes on the Issue Date and any Permitted Refinancing Indebtedness in respect thereof and any Permitted Refinancing Indebtedness in respect thereof; (4) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under clause (15) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" and any Permitted Refinancing Indebtedness in respect thereof; and (5) Liens on the Collateral securing Senior Secured Indebtedness incurred under the first paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*" (*provided* that in the case of clauses (4) and (5), after giving pro forma effect to such incurrence on that date and the application of the proceeds thereof, the Secured Gross Leverage Ratio shall be no greater than 3.75 to 1.00) and any Permitted Refinancing Indebtedness in respect thereof.

"*Permitted Holders*" means the Equity Investors and Related Parties. Any person or group whose acquisition of beneficial ownership constitutes (i) a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture or (ii) a Change of Control which is also a Specified Change of Control Event will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"*Permitted Investments*" means:

(1) any Investment in the Company or any Restricted Subsidiary;

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Company or any Restricted Subsidiary in a Person, if as a result of such Investment:

  (a) such Person becomes a Restricted Subsidiary; or

  (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or any Restricted Subsidiary;

(4) any Investment made as a result of the receipt of non-cash consideration including Replacement Assets from an Asset Sale (or a transaction excepted from the definition of Asset Sale) that was made pursuant to and in compliance with the covenant described under the caption "*—Certain Covenants—Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*";

(5) any Investments received in compromise or resolution of (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries or (b) litigation, arbitration or other disputes;

(6) any Investment to the extent made solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company or Subordinated Shareholder Debt;

(7) (i) Receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and (ii) advance payments made in relation to capital expenditure in the ordinary course of business;

(8) loans and advances to, and guarantees of loans or advances to, employees in the ordinary course of business and on terms consistent with past practice, including without limitation, travel, relocation and other like advances;

(9) lease, utility and other similar deposits in the ordinary course of business or otherwise described in the definition of "Permitted Liens";

(10) Hedging Obligations incurred in compliance with the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock or Preferred Stock*";

(11) Investments made after the Issue Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (11) that are at the time outstanding not to exceed (i) the greater of (a) €50.0 million and (b) an amount equal to 37.9% of Consolidated EBITDA, plus (ii) an amount equal to 100% of the dividends or distributions (including payments received in respect of loans and advances) received by the Company or a Restricted Subsidiary from a Permitted Joint Venture (which dividends or distributions are not included in the

calculation in clauses (3)(a) through (3)(e) of the first paragraph of the covenant described under the caption "*—Certain Covenants—Restricted Payments*" and dividends and distributions that reduce amounts outstanding under clause (i) hereof); *provided* that if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary pursuant to the covenant described under the caption "*—Certain Covenants—Restricted Payments*," such Investment shall thereafter be deemed to have been made pursuant to clause (3) of the definition of "Permitted Investments" and not this clause;

(12) (i) guarantees not prohibited by the covenant described under the caption "*Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" and (ii) (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business;

(13) any Investments in Permitted Joint Ventures made after the Issue Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (13) that are at the time outstanding not to exceed, the greater of (a) €25.0 million and (b) an amount equal to 18.9% of Consolidated EBITDA;

(14) any Investment in the Notes (including any Additional Notes) and any other Indebtedness of the Company or any Restricted Subsidiary;

(15) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the Issue Date; *provided* that the amount of any such Investment may be increased (x) as required by the terms of the agreement governing such Investment as in existence on the Issue Date or (y) as otherwise permitted under the Indenture; and

(16) any Investment acquired after the Issue Date as a result of the acquisition by the Company or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described under the caption "*—Certain Covenants—Merger, Consolidation or Sale of Assets*" after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation.

"*Permitted Joint Venture*" means (a) any corporation, association or other business entity (other than a partnership) that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the total equity and total Voting Stock is at the time of determination owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof and (b) any partnership, joint venture, limited liability company or similar entity that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are at the time of determination, owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise.

"*Permitted Liens*" means:

(1) Liens on assets of the Company or any Restricted Subsidiary securing Indebtedness in an outstanding principal amount at any one time outstanding not exceeding the greater of (a) €50.0 million and (b) an amount equal to 37.9% of Consolidated EBITDA;

(2) Liens in favor of the Company or a Restricted Subsidiary (but not, in the case of a Restricted Subsidiary that is not a Guarantor, Liens in favor of such Restricted Subsidiary over the assets of a Guarantor);

(3) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any Restricted Subsidiary; *provided* that such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or the Restricted Subsidiary;

(4) Liens on property existing at the time of acquisition of the property by the Company or any Restricted Subsidiary; *provided* that such Liens were in existence prior to the contemplation of such acquisition;

(5) Liens to secure the performance of statutory or regulatory requirements, trade contracts, leases, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to secure payment of such obligations);

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*" covering only the assets acquired with such Indebtedness;

(7) Liens securing Permitted Refinancing Indebtedness of secured Indebtedness incurred by the Company or a Restricted Subsidiary permitted to be incurred under the Indenture; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured the Indebtedness being refinanced;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens, pledges and deposits incurred in connection with workers' compensation, unemployment insurance and other types of statutory obligations;

(10) any Lien that is a Permitted Collateral Lien, or a Lien in favor of the Notes, including the Liens created pursuant to the Security Documents;

(11) Liens in favor of customs or revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(12) Liens arising out of put/call agreements with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(13) Liens securing Indebtedness incurred under clause (7) of the second paragraph under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock*";

(14) easements, rights-of-way, municipal and zoning ordinances, utility agreements, reservations, encroachments, restrictions and similar charges, encumbrances, title defects or other irregularities that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries taken as a whole;

(15) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, to the extent such cash or Cash Equivalents refund the payment of interest on such Indebtedness and are held in an escrow account or similar arrangement to be applied for such purpose;

(16) Liens on assets of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(17) Liens imposed by law, such as carriers', landlords', warehousemen's, suppliers', and mechanics' Liens and other similar Liens, on the property of the Company or any Restricted Subsidiary arising in the ordinary course of business;

(18) Liens on property of the Company or any Restricted Subsidiary pursuant to conditional sale, title retention agreements, consignment or similar arrangements;

(19) Liens on property of the Company or any Restricted Subsidiary arising as a result of leases of such property to other Persons;

(20) deposit arrangements entered into in connection with acquisitions or in the ordinary course of business excluding arrangements for borrowed money;

(21) Liens existing on the Issue Date;

(22) Liens on the Capital Stock and assets of a Permitted Joint Venture that secure the Indebtedness of such Permitted Joint Venture;

(23) Liens in respect of factoring of Receivables pursuant to customary arrangements; *provided* that any Indebtedness incurred in relation thereto is permitted to be incurred under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock"*;

(24) Liens on any proceeds loan made by the Company or any Restricted Subsidiary in connection with any future incurrence of Indebtedness (other than Additional Notes) permitted under the Indenture (without any requirement to secure the Notes with a Lien on such proceeds loan);

(25) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(26) banker's Liens, rights of set off or similar rights and remedies as to deposit accounts, cash pooling arrangements, net balance or balance transfer agreements, Liens arising out of judgments or awards not constituting an Event of Default and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(27) Liens on assets of any Restricted Subsidiary that is not a Guarantor to secure Indebtedness incurred by any Restricted Subsidiary that is not a Guarantor;

(28) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the Incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(29) leases, licenses, subleases and sublicenses of assets in the ordinary course of business;

(30) any interest or title of a lessor under any operating lease;

(31) filing of Uniform Commercial Code financing statements under United States state law (or similar filings under other applicable jurisdictions) in connection with operating leases in the ordinary course of business;

(32) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(33) Liens incurred in connection with a cash management program established in the ordinary course of business;

(34) Liens securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities;

(35) Liens to secure Indebtedness permitted by clause (19) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*"; and

(36) any extension, renewal, refinancing or replacement, in whole or in part, of any Lien described in the foregoing clauses (1) through (35); *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of the Company or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, exchange, discharge, defease or refund other Indebtedness of the Company or any Restricted Subsidiary (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable, or if issued with original issue discount,

aggregate issue price) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable, or if issued with original issue discount, aggregate issue price) of the Indebtedness extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded is subordinated in right of payment to the Notes or any Note Guarantee, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes or the Note Guarantee (as applicable) on terms at least as favorable to the holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded; and

(4) if the Company or a Guarantor was the obligor on the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded, such Indebtedness is incurred by either the Company or a Guarantor.

"*Permitted Reorganization*" means:

(1) any Merger or other reorganization (including, without limitation, any change of the jurisdiction of incorporation or organization) of any member of the Group so long as:

(a) in the case of any Merger or other reorganization involving the Company, the Company is the sole surviving entity and the jurisdiction of incorporation or organization of the Company is either Luxembourg or Spain;

(b) in the case of any Merger or other reorganization involving the direct Subsidiary of the Company from time to time, the jurisdiction of incorporation or organization of the surviving entity of such Merger or reorganization (the "Surviving Entity") is Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands, England and Wales or Spain;

(c) either (x) the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such Merger (it being understood that the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement), or (y) the holders of the Notes (or the Security Agent on their behalf) will have substantially equivalent security over the entire issued share capital of the Surviving Entity ignoring, where relevant, for the purpose of assessing such equivalency, any hardening periods over the shares (or other Equity Interests) in the Surviving Entity and ignoring, where applicable law requires a director of the Surviving Entity to hold a portion of the issued share capital of the Surviving Entity, any such issued share capital held by such director;

(d) the Receivables Pledge in respect of any Loan Receivables which, for the avoidance of doubt, are not repaid, redeemed or discharged on or prior to the completion of the relevant Merger or other reorganization remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such Merger or other reorganization (it being understood that the Receivables Pledge may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement);

(e) any payments or assets transferred as a result of such Merger or other reorganization are transferred to other members of the Group; and

(f) in the case of a Merger or other reorganization of one or more Guarantors (other than the Company or the direct Subsidiary of the Company), a Guarantor is the surviving entity of such Merger or other reorganization or, where a Guarantor is not the Surviving Entity, the material assets of such Guarantor(s) are distributed to another entity, which delivers a supplemental indenture providing for a Note Guarantee by such entity within five (5) days after the completion of such Merger or other reorganization; and

(2) the solvent liquidation or other dissolution or disposition of the Capital Stock of any member of the Group (other than the Company); *provided* that (i) if such member of the Group is a Guarantor, the assets of such Guarantor are distributed to another Guarantor; and (ii) at all times (a) the direct Subsidiary of the Company is organized or incorporated in Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands, England and Wales or Spain, and (b) the holders of the Notes (or the Security Agent on their behalf) have, subject to the Legal Reservations, legal, valid, binding and enforceable security over (x) the entire issued share capital of the direct Subsidiary of the Company pursuant to the Opodo Share Pledge or any Direct Subsidiary Share Pledge, as applicable, and ignoring, where applicable law requires a director of the direct Subsidiary of the Company to hold a portion of the issued share capital of the direct Subsidiary of the Company, any such issued share capital held by such director (it being understood that the Opodo Share Pledge or any Direct Subsidiary Share Pledge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement) and (y) all Collateral granted pursuant to the Receivables Pledge in respect of any Loan Receivables which, for the avoidance of doubt, are not repaid, redeemed or discharged on or prior to the completion of the solvent liquidation or other dissolution (it being understood that the Receivables Pledge may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement).

"*Person*" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Public Debt*" means any bonds, debentures, notes or other indebtedness of a type that could be issued or traded in any market where capital funds (whether debt or equity) are traded, including private placement sources of debt and equity as well as organized markets and exchanges, whether such indebtedness is issued in a public offering or in a private placement to institutional investors or otherwise.

"*Receivable*" means a right to receive payment arising from a sale or lease of goods or services by a Person pursuant to an arrangement with another person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit, as determined in accordance with GAAP.

"*Refinancing*" means the issuance of the Notes, the entry into the Super Senior Credit Facilities and the application of proceeds as set out in the provisions described under the captions "*Summary—Refinancing Transactions*" and "*Use of Proceeds*."

"*Related Party*" means:

(1) any controlling stockholder, partner or member, or any 50% (or more) owned Subsidiary, or immediate family member (in the case of an individual), of any Equity Investor; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding a 50% or more controlling interest of which consist of any one or more Equity Investors and/or such other Persons referred to in the immediately preceding clause.

"*Relevant Date*" has the meaning ascribed thereto under "Certain Covenants—Financial Calculations."

"*Replacement Assets*" means, with respect to any Asset Sale by the Company or a Restricted Subsidiary, consideration received in the form of:

(1) properties and assets (other than cash or any common stock or other security) that will be used in a Similar Business by the Company or a Restricted Subsidiary; or

(2) Capital Stock of any Person (i) that will become, be merged into, be liquidated into or otherwise combined or amalgamated with, on or within 90 days of the date of acquisition thereof, a Restricted Subsidiary, if such Person is engaged in a Similar Business or (ii) that is or that will become a Restricted Subsidiary engaged in a Similar Business upon the date of acquisition thereof.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"*S&P*" means S&P Global Ratings.

"*Secured Gross Leverage Ratio*" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries" in clause (x) of

such definition with "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries that is secured by a Lien on assets of the Company or any Restricted Subsidiary".

"*Securities Act*" means the U.S. Securities Act of 1933, as amended.

"*Security Agent*" means any Person acting as security agent with respect to the Collateral pursuant to the Indenture, the Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement or such successor security agent as may be appointed thereunder.

"*Security Documents*" means each security agreement, pledge agreement, assignment or other document under which a security interest is granted to secure the payment and performance when due of the Company and/or the Guarantors under the Notes, the Notes Guarantees and the Indenture, as the case may be.

"*Senior Secured Indebtedness*" means, as of any date of determination, any Indebtedness of the Company or any Restricted Subsidiary that is secured by a Lien on assets of the Company or any Restricted Subsidiary.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof.

"*Similar Business*" means (a) any businesses, services or activities engaged in by the Company or any of its Subsidiaries on the Issue Date and (b) any businesses, services and activities engaged in by the Company or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"*Specified Change of Control Event*" means the occurrence of any event that would constitute a Change of Control pursuant to the definition thereof; *provided* that immediately thereafter and giving pro forma effect thereto, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Gross Leverage Ratio of no more than 3.25 to 1.00. Notwithstanding the foregoing, only one Specified Change of Control Event shall be permitted under the Indenture after the Issue Date.

"*Standard Consolidated EBITDA Calculation*" has the meaning ascribed thereto under "*Certain Covenants—Financial Calculations*."

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Shareholder Debt*" means, collectively, any debt of the Company issued to and held by any Affiliate of the Company, that:

(1) does not mature or require any cash amortization, redemption or other cash repayment of principal or any sinking fund payment prior to the first anniversary of the Stated Maturity of the Notes (other than through the conversion or exchange of any such security or instrument into Capital Stock (other than Disqualified Stock) of the Company or for any indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Stated Maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;

(3) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment, in each case, prior to the first anniversary of the Stated Maturity of the Notes;

(4) does not provide for or require any security interest or encumbrance over any asset of the Company or any Restricted Subsidiary and is not guaranteed by any Restricted Subsidiary;

(5) does not restrict the payment of amounts due in respect of the Notes or compliance by the Company with its obligations under Notes and the Indenture;

(6) does not contain any covenants (financial or otherwise), as applicable, other than a covenant to pay such Subordinated Shareholder Debt; and

(7) is fully subordinated and junior in right of payment to the Notes pursuant to the Intercreditor Agreement or to subordination, payment blockage and enforcement limitation terms which taken as a whole are no less favorable in any material respect to the holders of the Notes than those contained in the Intercreditor Agreement as in effect on the Issue Date;

provided, *however*, that in any event or circumstance that results in such funding ceasing to qualify as Subordinated Shareholder Debt, such funding shall constitute an incurrence of Indebtedness by the Company, and any and all Restricted Payments made through the use of the net proceeds from the incurrence of such funding since the date of the original issuance of such Subordinated Shareholder Debt shall constitute new Restricted Payments that are deemed to have been made after the date of the original issuance of such Subordinated Shareholder Debt.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity (a) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); or (b) where that Person or one or more of the Subsidiaries of that Person (or a combination thereof) have the right to appoint or remove a majority of its board of directors or equivalent administration, management or supervisory body; or (c) where such Person or one or more of the Subsidiaries of that Person (or a combination thereof) has the right to exercise a dominant influence (which must include the right to give directions with respect to operating and financial policies of that corporation, association or other business entity which its directors are obliged to comply with whether or not for its benefit) over such corporation association or other business entity, or by virtue of provisions contained in its articles (or equivalent) or a control contract which is in writing and is authorized by its articles (or equivalent) and is permitted by its law of incorporation; or (d) which is a member of such Person's Group and such Person controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in such corporation, association or other business entity or the rights under its constitution to direct the overall policy of such corporation, association or other business entity or alter the terms of its constitution; and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

For the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries. A subsidiary shall include any person the shares or ownership interests in which are subject to a security interest and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security interest.

"*Super Senior Credit Facilities*" means the credit facilities incurred pursuant to that certain senior facilities agreement dated October 4, 2016, as amended and restated on September 25, 2018 and as further amended and restated on the Issue Date and entered into between, amongst others, the Company and certain of its Subsidiaries, as borrowers, the Company and certain Subsidiaries of the Company, as guarantors and Société Générale as agent and security agent, comprising a €180.0 million super senior revolving credit facility, and a super senior bank guarantee facility (initially with zero commitments with the ability to increase the commitments through the use of the accordion feature) as the same may be further amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part).

"*Travellink*" means Travellink AB, an entity organized under the laws of Sweden.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a board resolution, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with the Company or any

Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any Restricted Subsidiary.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the board resolution giving effect to such designation and an Officer's Certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described under the caption "*—Certain Covenants—Restricted Payments*." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by any Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*," the Company will be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation shall be deemed to be an incurrence of Indebtedness by any Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

"*Vacaciones eDreams*" means Vacaciones eDreams SL, an entity organized under the laws of Spain.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"*Wholly Owned Restricted Subsidiary*" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) will at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF THE GUARANTEES AND SECURITY INTERESTS

Set out below is a summary of certain limitations on the enforceability of the Guarantees and the security interests in each of the jurisdictions in which Guarantees or Collateral are being provided. It is a summary only, and proceedings of bankruptcy, insolvency or a similar event could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future guarantor of the Notes. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdiction's law should apply and could adversely affect your ability to enforce your rights and to collect payment in full under the Notes, the Guarantees and the security interests on the Collateral. Also set forth below is a brief description of certain aspects of insolvency law in, Australia, England and Wales, France, Italy, Spain, Sweden, Gibraltar and the United States of America.

European Union

We and several of the Guarantors are organized under the laws of Member States of the European Union.

Pursuant to Regulation (EU) No. 2015/848 of May 20, 2015 (the "Recast Insolvency Regulation"), which applies within the European Union, other than Denmark, to insolvency proceedings opened on and from June 26, 2017 (and replaces Council Regulation (EC) no. 1346/2000 on insolvency proceedings, which continues to apply to insolvency proceedings opened prior to June 26, 2017), the courts of the Member State in which a company's "center of main interests" ("COMI") (as that term is used in Article 3(1) of the Recast Insolvency Regulation) is situated have jurisdiction to open main insolvency proceedings. The determination of where a company has its COMI is a question of fact on which the courts of the different Member States may have differing and even conflicting views. To date, no final decisions have been made in cases that have been brought before the European Court of Justice in relation to questions of interpretation of the effects of the Recast Insolvency Regulation throughout the European Union.

Article 3(1) of the Recast Insolvency Regulation states that the COMI of a company is located in the Member State where the company "conducts the administration of its interests on a regular basis and which is ascertainable by third parties". In addition, there is a presumption under Article 3(1) of the Recast Insolvency Regulation that a company has its COMI in the Member State in which it has its registered office (in the absence of proof to the contrary). This rebuttable presumption shall only apply where the company's registered office has not been moved to another Member State within a three month period prior to the opening of insolvency proceedings. The courts have taken into consideration a number of factors in determining the COMI of a company, including in particular where board meetings are held, the location where the company conducts the majority of its business or has its head office and the location where the majority of the company's creditors are established. A company's COMI may change from time to time but is determined for the purposes of deciding which courts have competent jurisdiction to open insolvency proceedings at the time of the filing of the insolvency petition.

If the COMI of a company, at the time that the request to open insolvency proceedings is made, is located in a Member State (other than Denmark), the main insolvency proceedings in respect of the company under the Recast Insolvency Regulation would be commenced in that jurisdiction, and accordingly a court in that jurisdiction would be entitled to commence the types of insolvency proceedings referred to in Annex A to the Recast Insolvency Regulation. Annex A to the Recast Insolvency Regulation has been extended to include insolvency proceedings that promote the rescue of economically viable but financially distressed businesses.

If the COMI of a company is in one Member State (other than Denmark) under Article 3(2) to Article 3(4) of the Recast Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to open insolvency proceedings against that company only if such company has an "establishment" in the territory of such other Member State. An "establishment" is defined to mean a place of operations where the company carries out or has carried out in the three month period prior to the request to open main insolvency proceedings a non-transitory economic activity with human means and assets (the "Establishment"). The effects of those insolvency proceedings opened in that other Member State are restricted to the assets of the company situated in such other Member State.

Where main proceedings have been opened in the Member State in which the company has its COMI, any proceedings opened subsequently in another Member State in which the company has an establishment shall be secondary insolvency proceedings. Secondary proceedings may be any insolvency proceeding listed in Annex A of the Recast Insolvency Regulation and for the avoidance of

doubt, are not limited to winding-up proceedings. Where main proceedings in the Member State in which the company has its COMI have not yet been opened, territorial insolvency proceedings can only be opened in another Member State (other than Denmark) where the company has an establishment where either (i) insolvency proceedings cannot be opened in the Member State in which the company's COMI is situated under that Member State's law; or (ii) the territorial insolvency proceedings are opened at the request of a creditor which is domiciled, habitually resident or has its registered office in the other Member State or whose claim arises from the operation of the establishment (or under certain circumstances, a public authority).

The courts of all Member States (other than Denmark) must recognize the judgment of the court opening main proceedings which will be given the same effect in the other Member States so long as no secondary proceedings have been opened there. The liquidator appointed by a court in a Member State which has jurisdiction to open main proceedings (because the company's center of main interests is there) may exercise the powers conferred on him by the law of that Member State in another Member State (such as to remove assets of the company from that other Member State) subject to certain limitations so long as no insolvency proceedings have been opened in that other Member State or any preservation measure taken to the contrary further to a request to open insolvency proceedings in that other Member State where the company has assets.

The Recast Insolvency Regulation also provides for certain provisions aimed at regulating insolvency proceedings of members of a group of companies. To this purpose, it is provided that, where insolvency proceedings relate to two or more members of a group of companies, a court which has opened such proceedings shall cooperate with any other court before which a request to open proceedings concerning another member of the same group is pending or which has opened such proceedings to the extent that such cooperation is appropriate to facilitate the effective administration of the proceedings, is not incompatible with the rules applicable to them and does not entail any conflict of interest. The same cooperation shall be established also among the insolvency practitioners appointed in each proceedings who may also request the opening of a group coordination proceedings before any court having jurisdiction over the insolvency proceedings of a member of the group. The request shall be made in accordance with the conditions provided for by the law applicable to the proceedings in which the insolvency practitioner has been appointed.The Recast Insolvency Regulation also contains provisions relating to group coordination plan and group coordination proceedings, which are led by a group coordinator. Group members (through the opposition made by their insolvency practitioners) are not obliged to participate in the group coordination proceedings.

All the above considered, in the event that we or any of our subsidiaries experience financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. Applicable insolvency laws may affect the enforceability of our obligations.

In light of Brexit and pursuant to Article 67, par. 3 of the so-called Withdrawal Agreement (the "EUWA"), the Recast Insolvency Regulation will continue to apply in the UK to insolvency procedures started before the end of the transition period, i.e. before December 31, 2020.

Please also note that the EU directive 2019/1023 of the European Parliament and the Council of June 20, 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency) (the "EU Restructuring Directive") was published on June 20, 2019.

The objectives of the EU Restructuring Directive are to ensure that (i) viable enterprises and entrepreneurs that are in financial difficulties have access to effective national preventive restructuring frameworks that enable them to continue operating, (ii) honest insolvent or over-indebted entrepreneurs (i.e. individuals) can benefit from a full discharge of debt after a reasonable period of time, thereby affording them a second chance and (iii) the effectiveness of procedures concerning restructuring, insolvency and discharge of debt is improved, in particular with a view to shortening their length.

The Restructuring Directive aims to achieve a higher degree of harmonization in the field of restructuring, insolvency, discharge of debt and disqualifications by establishing substantive minimum standards for preventive restructuring procedures as well as for procedures leading to a discharge of debt for entrepreneurs in order to promote a culture that encourages early preventive restructuring to address financial difficulties at an early stage, when it appears likely that insolvency can be prevented and the

viability of the business can be ensured. Most notably, the Restructuring Directive provides for a framework pursuant to which Member States shall ensure that (a) debtors have access to early warning tools that can detect circumstances which could give rise to a likelihood of insolvency and can signal to them the need to act without dealy, (b) debtors have access to debtor in possession preventive restructuring framework that enables to restructure with a view to prevent insolvency, (c) a stay of individual enforcement actions by creditors against debtors for a duration that cannot exceed, including extensions and renewals, 12 months, (d) all creditor claims shall be grouped into separate classes each of which shall reflect a commonality of interests (at a minimum, creditors of secured and unsecured claims shall be treated in separate classes), (e) creditor claims may be restructured pursuant to a restructuring plan adopted by the debtor and approved by affected parties by a majority that Member States shall lay down but that shall not exceed 75% of the amount of the claims in each class and, where the Member State so requires, a majority in number of affected parties in each class and (f) a cross-class cram-down is introduced whereby a restructuring plan may, under certain conditions, be adopted and bind dissenting creditors even if the creditors of one or more classes do not consent to the restructuring plan with the required majority. In order to be adopted the plan will have to be confirmed by a judicial or administrative authority that will in particular ensure the protection of each type of creditors' rights and compliance with the priority rules governing the adoption of the plan and that dissenting voting classes are treated at least as favorably as any other class of the same rank and more favorably than any junior class. Moreover, Member States shall also ensure that equity holders are not allowed to unreasonably prevent or create obstacles to the implementation of a restructuring plan and that individual and collective workers' rights, under Union and national Labour law, are not affected by the preventive restructuring framework. The transposition of the Restructuring Directive into national legislation shall protect new financing and interim financing and may also provide priority ranking to new or interim financing granted in the context of the restructuring.

The EU Restructuring Directive shall be transposed into national laws or regulations by Member States by July 17, 2021 (with the exception of the provisions relating to the use of electronic means of communication for which the time period for the transposition expires in certain respects on July 17, 2024 or, in others, on July 17, 2026), subject to a maximum 1 year extension of the transposition period for Member States encountering particular difficulties in implementing the EU Restructuring Directive.

On December 31, 2020, the end of the transition period occurred under the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community. Accordingly, the United Kingdom is no longer treated as a member state for the purposes of the Recast Insolvency Regulation. Whilst, the EUWA provides that direct EU legislation (which term includes any EU regulation as it had effect in EU law immediately before exit day (subject to certain exceptions)) converts directly applicable EU law (which includes regulations) as it stood at the end of the transition period into UK domestic law, such EU legislation may be subject to a number of amendments.

The Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) (the "Exit Regulations"), sets out a number of amendments made to the Recast Insolvency Regulations, as it applies in the United Kingdom now the transition period has ended. On December 30, 2020 the European Union and the United Kingdom formally signed the EU-UK Trade and Cooperation Agreement. This agreement provisionally applied from January 1, 2021 and entered into force on May 1, 2021. The Trade and Cooperation Agreement does not include a replacement for the automatic recognition of UK insolvency procedures across the EU and vice versa as under the Recast Insolvency Regulation. In the absence of an agreement allowing automatic recognition, it will be harder for UK office holders and UK restructuring and insolvency proceedings to be recognized in EU member states and to effectively deal with assets located in EU member states. Much will then depend upon the private international law rules in the particular EU member state and the need may well arise to open parallel proceedings, increasing the element of risk. In particular in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the COMI rules, it is much less certain that there will be recognition in the relevant EU member state.

Australia

Insolvency Processes

Geo Travel Pacific, a Guarantor of the Notes, is incorporated in Australia and, accordingly, insolvency proceedings may be commenced in Australia against Geo Travel Pacific if it becomes insolvent. Under Australian law, a company will be insolvent if it is unable to pay its debts as and when they become due and payable (commonly referred to as the "cash flow test"). Accordingly, a company may be insolvent

even if the value of its assets exceeds its liabilities if the assets are not easily realizable to allow payment of its debts as and when they fall due, although insolvency is distinguishable from a temporary lack of liquidity. Australian courts have held that this is a question of fact which involves consideration of the company's financial position as a whole, taking into account commercial realities.

Insolvency proceedings in Australia can take a number of forms, the most relevant for holders of the Notes (as unsecured creditors) being the processes known as voluntary administration, deed of company arrangement, scheme of arrangement and liquidation (or winding-up). The law relating to these proceedings is complex and detailed. The below is only a brief summary of the key features which are likely to be relevant to holders of the Notes. Third parties may hold security interests granted by Geo Travel Pacific and that are permitted under the Indenture which will give them priority to the assets that are the subject of that security and may give them other remedies such as the ability to appoint a receiver or receiver and manager to those assets.

Voluntary Administration

The voluntary administration process in Australia is a non-terminal insolvency process governed by Part 5.3A of the *Corporations Act 2001* of Australia (the "Australian Corporations Act"). Voluntary administration is an out-of-court insolvency procedure that can be initiated via 2 pathways: first, by the directors of a company; second, by a secured creditor who is entitled to enforce a security interest over the whole, or substantially the whole, of the property of the company; or third if the company is already in liquidation, by its liquidator. The first of those pathways is the most common. It may not be initiated by the holders of the Notes as unsecured creditors of Geo Travel Pacific.

Outside the voluntary administration procedure, Australian law imposes a strict duty on directors of a company to prevent insolvent trading. For directors, failure to prevent insolvent trading carries with it a risk of personal liability under section 588G of the Australian Corporations Act (if the company subsequently goes into liquidation), which if established can result in civil and criminal penalties. If a company is found to have traded whilst insolvent, directors can be personally liable for debts incurred by the company whilst the company was insolvent. Upon the appointment of a voluntary administrator, the directors cease to control the company and their liability for future insolvent trading ceases (although that liability continues in respect of insolvent trading prior to the administrator's appointment). Accordingly, voluntary administration is a step commonly taken by directors where they become concerned that a company may be insolvent or is likely to become insolvent in the future.

The procedure involves the appointment of an administrator to a company that is, or is likely to become, insolvent. It is a temporary process in the sense that it is not an end in itself. Rather, the administrator assumes management of the company's business, property and affairs (and as a result, the directors' powers are suspended) for a short time with a view to either:

(i) maximizing the chances of the company, or its business, remaining in existence; or

(ii) if it is not possible for the company or its business to remain in existence, achieving a better return for the company's creditors (and if there is a potential surplus after creditors have been paid in full, members) than would result if the company were to directly enter liquidation.

During the period of voluntary administration, there is also a moratorium on claims by the company's creditors, such that (with certain exceptions) no proceedings against the company, or in relation to the company's property, can be commenced or continued with, and no enforcement processes can begin or proceed other than with the consent of the administrator or an Australian court. Claims under directors' personal guarantees are also stayed. In large administrations, it is common for the administration (and therefore the moratorium period) to be extended by the court (and this could, for example, be for approximately 12 months in the case of a complex administration).

Once an administrator has been appointed, the administrator must investigate the company's business, property, affairs and financial circumstances (and the directors are required to assist the administrator in doing this). Two meetings of creditors are held. The first is held within 8 business days of the administrator's appointment. The purpose of that meeting is largely to confirm the appointment of the administrator, or to enable creditors to resolve to replace that administrator.

The second meeting is held within 20 business days of the administrator's appointment, although (as considered above) the administrator can seek a direction from an Australian court to lengthen the period of the administration where the circumstances justify that course. If the administration occurs during the

Christmas or Easter holiday period, the period is 25 business days. Prior to the second meeting, the administrator must formulate an opinion as to whether the administration should end (thus returning the company to control of the directors, for example because the company can continue to trade on a solvent basis), the company should be subject to a deed of company arrangement (in essence, a contract that binds all unsecured creditors, the company and sometimes others and seeks to restructure/rehabilitate the company), or the company should be wound up, and must report to creditors. At the second meeting, creditors may resolve on one of those three outcomes by a majority vote by number and value, or alternatively adjourn the meeting so a revised proposal or revised disclosures can be put to the meeting when it resumes. Voting deadlocks (for example, between votes cast by number and value) are not uncommon, and are generally resolved by the administrator exercising a casting vote (subject to their professional and legal obligations). The capacity to vote on the resolution gives creditors a significant measure of control over the outcome of the voluntary administration procedure, in particular whether a deed of company arrangement is approved or whether the company goes into liquidation.

Deed of Company Arrangement

A deed of company arrangement ("DOCA") is one of the potential outcomes of the voluntary administration process. It is a deed which binds the company, its unsecured creditors and the secured creditors (to the extent that those secured creditors vote in favor of it), and can provide for the restructure or rehabilitation of the company usually by compromising claims against the company in exchange for a distribution to creditors.

The content of a DOCA will depend on the arrangement agreed by the company's creditors at the conclusion of a voluntary administration. A company may only enter into a DOCA when it is in voluntary administration. There are minimal restrictions under Australian law regulating the content of a DOCA, meaning a company and its creditors are relatively free to negotiate a DOCA suitably tailored to their individual circumstances. For example, a DOCA may provide for the realization of assets, the orderly winding down of the company's business, the pursuit of litigation for the benefit of creditors, and the compromise of claims against the company. It will often also provide for a moratorium on claims against the company for the period in which the DOCA operates.

As stated above, the DOCA will bind the company, its unsecured creditors (whether or not they voted in favor of it) and those of its secured creditors who voted in favor of it. Secured creditors who do not vote in favor of the DOCA will not generally be bound by the DOCA (including any moratorium provisions contained in it).

A DOCA can be terminated in accordance with its terms, by an order of an Australian court, or in certain circumstances by resolution of the company's creditors.

Scheme of Arrangement

A scheme of arrangement is a court-approved compromise or arrangement between a company and its creditors or members. Schemes can be utilized by companies to provide for a modification or adjustment of the rights of the company's creditors or members, or a class of them, which, if approved, will be binding on all creditors, members, or the relevant class of creditors or members.

A scheme of arrangement, while similar to a DOCA, requires the approval of an Australian court (with the right for the Australian Securities and Investments Commission ("ASIC") to object) but may be entered into at any time, rather than only when a company is under voluntary administration (in the case of a DOCA).

There are two different types of schemes: members' schemes and creditors' scheme.

A members' scheme will inevitably involve some restructuring of the company and the rights and obligations of its members. Once approved, the scheme will be binding on all members (including dissenting members).

A creditors' scheme will often involve a proposal to defer, compromise or extinguish the company's debts; a typical scenario would involve a moratorium in respect of claims against the company and a compromise of debts owed by it (and/or a modification of the rights of creditors or a class of them in relation to the company). Once approved, the scheme will be binding on all creditors (including dissenting creditors) whose rights are to be affected by the scheme.

Schemes are, however, extremely flexible and can be utilized to implement any arrangement relating to the rights and obligations of the company and its creditors, save that a scheme which is contrary to law, or not in the public interest, is unlikely to be approved by the court (even if it has the support of members and/or creditors).

Small Business Restructuring Procedure

With effect from January 1, 2021, the Australian government introduced a new small business restructuring procedure. Under the new procedure, a company may appoint a small business restructuring practitioner if:

(i) the eligibility criteria for restructuring are met in relation to the company on the day the appointment is made; and

(ii) the board has resolved to the effect that in the opinion of the directors voting for the resolution the company is insolvent or likely to become insolvent at some future time and that a restructuring practitioner should be appointed.

The eligibility criteria are prescribed by s 453C of the Australian Corporations Act and reg 5.3B.03 of the Corporations Regulations 2001 (Cth). Among other requirements, those provisions prescribe that a company is eligible to enter the restructuring process if the total liabilities of the company on the day that restructuring begins do not exceed $1 million. “Liability” is defined as any liability to pay an admissible debt or claim. Accordingly, in light of this liability threshold, this procedure may not be relevant to the Geo Travel Pacific.

Liquidation

In Australia, company liquidation is generally a terminal insolvency process which can commence voluntarily (by resolution of the company’s members) or by court order (e.g., on the application of the company, a creditor, a contributory, a director or certain regulatory bodies). One further procedure which could occur is provisional liquidation, in which the Australian courts can appoint an independent office holder to take control of the company with powers similar to a liquidator for the period between the filing of the application to wind up the company and the court hearing the application. Provisional liquidation usually leads to liquidation, so the procedure is not separately outlined here. Once a liquidator has been appointed, the liquidator takes control of the company’s affairs. The liquidator has similar powers as a voluntary administrator to carry on and conduct the company’s business. However, the liquidator can exercise those powers only for the beneficial conduct of the winding-up of the company. The approval of creditors or the court is also required for the liquidator to enter into certain contracts on the company’s behalf, including those with obligations or arrangements that endure longer than three months. The liquidator also has powers and duties to investigate the conduct of the company’s business and affairs prior to the liquidation. Matters for investigation include transactions entered into by the company and the conduct of its directors and officers. Other functions and powers of the liquidator include gathering in the assets of the company, discharging its liabilities and distributing the remaining assets in accordance with the statutory priority regime set out in the Australian Corporations Act. In that regard, the holders of the Notes will rank as unsecured creditors of Geo Travel Pacific on a liquidation. Throughout the course of the liquidation the directors’ powers cease and, once the liquidation is finalized, the company is ultimately deregistered and ceases to exist.

After the commencement of a winding-up of a company by the court, during an administration and after the passing of a resolution for voluntary winding-up, a transfer of shares in the company will be void as against the company unless the court makes an order authorizing the transfer, or the liquidator or administrator (as applicable) gives written consent. Where a creditor obtains or levies an attachment, execution, charge arising from registration of a court judgment, or charging order made by a court within 6 months of the commencement of liquidation, the creditor must repay to the liquidator an amount equal to the amount obtained as a result of execution, attachment, or enforcement of the charge or charging order (less the costs of that execution, attachment, or enforcement).

During a winding-up, unless leave is granted by a court, a person cannot bring or proceed with: a court proceeding against a company or in relation to the property of the company; or enforcement process (as defined in the Australian Corporations Act) in relation to such property. Secured creditors (discussed further below) are exempt from this prohibition and are able to realize, enforce or otherwise deal with their security interest and may also elect to appoint a receiver. Unsecured creditors have no rights to specific

items of the company's assets and must prove their debts by lodging a proof of debt with the liquidator. Unsecured creditors have a right to have a fund of assets protected and properly administered by the liquidator.

Any proof of debt lodged by a secured creditor ranks equally with any unsecured creditor (and could result in the secured creditor surrendering its security). Once a fund has been generated by the liquidator realizing available assets and the time period for the proving of claims has expired, the liquidator can make a distribution to creditors. Depending upon the complexity and size of the company, liquidation can last for several years and the liquidator may make several distributions over that time. There is a prescribed order of payment of debts which in summary is as follows:

i) (if the company was wound up by court application), the applicant's costs of the winding up application; then

ii) expenses of the winding-up (including the liquidator's and any prior voluntary administrator's or deed administrator's remuneration); then

iii) unpaid wages, unpaid superannuation contributions, and other employee entitlements (noting that persons who advance funds to pay such claims have the priorities for those payments which the employees otherwise enjoy); then

iv) unsecured creditors (including secured creditors with outstanding debts following realization of, surrender of, or redemption by the liquidator of the estimated value of, their security interest); then

v) selling shareholders with a claim under a buyback agreement; then

vi) post-liquidation interest on debts and claims from date of appointment (or deemed appointment) to date of payment; then

vii) claims for a debt owed by a company to a person in a person's capacity as a member of the company (whether by way of dividends, profits or otherwise) or any other claims arising from buying, holding, selling or otherwise dealing in shares of the company); then finally

viii) shareholders.

In the case of winding-up, the final step to be taken is to deregister the company. The steps for deregistration are governed by the Australian Corporations Act and once deregistered, the company ceases to exist and the liquidator's role comes to an end.

The Australian Corporations Act provides for a number of grounds under which a liquidator may apply to the court to set aside a transaction involving the company in the lead-up to its insolvency. A "transaction" for the purposes of the voidable transactions provisions is given a wide meaning and includes a guarantee given by a body. A brief summary of the basis on which transactions can be held to be voidable include:

- *Unfair Preference:* This is a transaction between the company and the creditor that results in the creditor receiving from the company, in respect of an unsecured debt, more than the creditor would receive on a winding-up of the company. For example, a payment under a guarantee could be declared void (and therefore unenforceable) if a liquidator establishes to a Court that:

    i) it is an unfair preference;

    ii) payment under the guarantee was made (or an act was done to give effect to such payment) when the company was insolvent (or the company became insolvent as a result of (or giving effect to) the payment); and

    iii) payment occurred during the six months prior to the "relation-back day" (a longer period applies in the case of a transaction entered into with a related entity), being a date that is determined for each company pursuant to the Australian Corporations Act on the basis of the company's specific circumstances prior to the appointment of the liquidator (but, which will typically coincide with the day of the filing of the petition for the liquidator's appointment or, if the company was subject to voluntary administration prior to the liquidator's appointment, the day of the voluntary administrator's appointment).

- *Uncommercial Transaction:* This is a transaction of a company that a reasonable person in the company's position would not have entered into, having regard to the benefits and detriment to the

company, the benefits to the other parties to the transaction and any other matters the court considers relevant. For example, a guarantee could be declared void if a liquidator establishes to a court that:

i) it is an uncommercial transaction;

ii) it was granted (or an act was done to give effect to it) when the company was insolvent (or the company became insolvent as a result of entry into (or giving effect to) the transaction); and

iii) it was granted during the two years prior to the liquidator's appointment "relation-back day" (as described above).

- *Unreasonable director-related transaction* or an *unfair loan* as those terms are defined in the Australian Corporations Act.

The extent to which the entry into Geo Travel Pacific's guarantee is susceptible to challenge on the bases set out above (other than in the case of an unreasonable director-related transaction or unfair loan) depends on whether the company was insolvent at the time it entered into the guarantee or as a result of entry into the guarantee, and when the relevant transaction was entered into relative to the commencement of the winding-up (or, if a voluntary administration precedes the winding-up, the commencement of the voluntary administration). Different time periods apply depending on the circumstances of the relevant transaction and the identity of the parties to it.

Guarantees—Liability to Be Set Aside—Other Grounds

Under Australian law, a guarantee given by a company may also be set aside on a number of other grounds. For example, a guarantee may be unenforceable against a guarantor if the directors of the guarantor did not comply with their duties to act in good faith for the benefit of the guarantor and for a proper purpose in giving the guarantee. The issue is particularly relevant where a company provides a guarantee in relation to the obligations of another member of its corporate family, as is the case for the guarantee given by Geo Travel Pacific with respect to the Notes. However, a director of a wholly owned subsidiary is taken to act in good faith in the best interests of the subsidiary if the subsidiary's constitution expressly authorizes the director to act in the best interests of the holding company, the director acts in good faith in the best interests of the holding company and the subsidiary is not insolvent at the time the director acts and does not become insolvent because of the director's act.

In determining whether there is sufficient benefit, all relevant facts and circumstances of the transaction need to be considered by the directors, including the benefits and detriments to Geo Travel Pacific in giving the guarantee, and the respective benefits to the other parties involved in the transaction.

Whether a guarantee entered into in breach of directors' duties can be avoided against a party relying on the guarantee depends on certain factors, including the state of knowledge of that party, and whether the party knew of or suspected the breach. Under Australian law, a person is entitled to assume in certain circumstances that the directors have properly performed their duties to the company unless that person knows or suspects that the assumption is incorrect.

Voidable Transactions—Consequences for the holders of the Notes

With respect to Geo Travel Pacific, holders of the Notes will need to be mindful of the following:

(i) the guarantee granted to the holders of the Notes may be at risk of being subject to an order that the new guarantee is a voidable transaction, if a liquidator is appointed to Geo Travel Pacific within the relevant period(s) noted above following the grant of the guarantee;

(ii) if the guarantee from Geo Travel Pacific is avoided, it is possible that holders of the Notes would be left with a claim solely against us and the other Guarantors and payments received from Geo Travel Pacific may need to be repaid; and

(iii) pursuant to the *Cross Border Insolvency Act 2008* of Australia, Australia adopted the United Nations Commission on International Trade Law Model Law on Cross Border Insolvency ("Model Law"). The Model Law includes provisions for the co-operation of the Australian courts with representatives of foreign insolvency proceedings and provides for the facilitation of those insolvency proceedings in Australia.

Additional Limitations

In addition to the limitations on enforcement of Geo Travel Pacific's guarantee imposed by the provisions of the Australian Corporations Act, the validity and enforceability of the Notes and Geo Travel Pacific's guarantee may also be subject to various other limitations under the laws of Australia generally, including:

(i) statutes of limitations, laws relating to moratoria, bankruptcy, liquidation, insolvency, receivership, reorganization, schemes of arrangement and similar laws affecting creditors' and counterparties' rights generally and specific court orders that may be made under such laws;

(ii) defenses such as set-off, laches, forbearance, election, abatement or counterclaim, the doctrine of frustration and the doctrine of estoppel and waiver and the fact that certain documents and obligations may be discharged as a matter of law in certain circumstances;

(iii) the fact that equitable remedies will only be granted by an Australian court in its discretion (for example, specific performance will not normally be ordered in respect of a monetary obligation and an injunction will only be granted where it would be just to do so);

(iv) any applicable sanctions;

(v) general law and statutory duties, obligations, prohibitions and limitations affecting the enforceability of, and exercise of rights under, the Notes or Geo Travel Pacific's guarantee and related documents generally;

(vi) the Notes and Geo Travel Pacific's guarantee may be voidable at the option of a party, or may be set aside by a court upon application by a party, or a party may be entitled to rescind guarantees, and amounts paid or property transferred under them may be recovered by that party for a number of reasons, including, if that party entered into the guarantees or related transactions as a result of:

  (A) a mistake;

  (B) the other party's misrepresentation;

  (C) fraud, duress, unconscionable conduct or misleading or deceptive conduct on the part of the other party (or a third person, whose conduct was, actually or constructively, known to the other party); or

  (D) a breach by the other party (or a third person, whose breach was, actually or constructively, known to the other party) of any duty owed to that party; and

(vii) certain rights under Geo Travel Pacific's guarantee are not assignable, because of their nature or their connections with other rights and obligations or for reasons of public policy.

Under the Australian Corporations Act, in respect of certain contracts, agreements or arrangements entered into on or after July 1, 2018, rights may not be enforceable against a counterparty that arise by reason of events including the appointment of a voluntary administrator, a scheme of arrangement (for the purpose of avoiding being wound up in insolvency) or the appointment of a managing controller to the whole (or substantially the whole) of a counterparty's property, or as a result of the financial position of the counterparty whilst affected by one of those events. There are certain exceptions that apply under the regulations and a Ministerial declaration introduced as part of the stay provisions.

The regulations include an exception for a contract, agreement or arrangement that is, or governs, bonds. As these regulations are new and have not been authoritatively considered by the Australian courts, it cannot be said whether this exception will extend to any associated rights, such as a guarantee granted by an Australian guarantor (for example, on the basis that the relevant guarantee terms are included in the contract, agreement or agreement that is, or governs, the relevant bonds). Investors may wish to consider seeking independent legal advice of the implications (if any) of these laws and regulations on their investment in the Notes.

Secured Creditors

Geo Travel Pacific may have one or more secured creditors. Under Australian law, secured creditors of Geo Travel Pacific generally will rank ahead of the holders of the Notes in respect of property that is secured in their favor. The remedies available to a secured creditor will generally exceed the remedies available to unsecured creditors such as the holders of the Notes and may include the ability to appoint a

receiver or receiver and manager over the particular property over which security is held. A receivership can occur concurrently with a voluntary administration, DOCA or a winding-up. It does not prevent other secured or unsecured creditors from making claims against the company. Where a receivership occurs concurrently with a voluntary administration, the administrator's powers are subject to the functions and powers of the receiver in so far as it concerns secured property under the control of the receiver. Similarly, where a receivership occurs concurrently with a winding-up, the receiver's powers are not diminished, although there may be some restrictions on the extent to which the receiver may exercise those powers on behalf of the company, as opposed to in relation to secured property under the control of the receiver.

Geo Travel Pacific's guarantee is not considered to be a security interest. Accordingly, the enforcement of a security interest by a secured creditor against Geo Travel Pacific may affect Geo Travel Pacific's ability to satisfy its obligations under its guarantee.

England and Wales

One of the Guarantors is a company incorporated under the laws of England and Wales (the "English Obligor"). Therefore, any main insolvency proceedings in respect of the English Obligor would likely be commenced in England. However, as discussed in the "*European Union*" section above, where a company incorporated under English law has its COMI in a country other than the United Kingdom, any insolvency proceedings for that company could be opened in that foreign jurisdiction and the jurisdiction of the English courts may be limited.

Similarly, the UK Cross-Border Insolvency Regulations 2006, which implement the UNCITRAL Model Law on Cross-Border Insolvency in the United Kingdom, provide that a foreign (i.e., non-European) court may have jurisdiction where any English company has a COMI in such foreign jurisdiction or where it has an "establishment" (being a place of operations in such foreign jurisdiction, where it carries out non-transitory economic activities with human means and assets or services) in such foreign jurisdiction.

English insolvency law is different to the laws of the United States and other jurisdictions with which investors may be familiar. In the event that an English Obligor experiences financial difficulty, it is not possible to predict with certainty the outcome of insolvency or similar proceedings.

Formal insolvency proceedings under the laws of England and Wales may be initiated in a number of ways, including by the company or a creditor making an application for administration in court, the company, its directors or the holder of a "qualifying floating charge" (discussed below) making an application for administration out of court, or by a creditor filing a petition to wind up the company or the company resolving to do so (in the case of a liquidation). The following is a brief description of certain aspects of English insolvency law relating to certain limitations on the Notes Guarantees and the security interests over the Collateral. The application of these laws could adversely affect investors, their ability to enforce their rights under the Notes Guarantees and/or the Collateral securing the Notes and the Notes Guarantees and therefore may limit the amounts that investors may receive in an insolvency of any English Obligor

Fixed and Floating Charges

There are a number of ways in which fixed charge security has an advantage over floating charge security, including (a) an administrator appointed to a charging company can convert floating charge assets to cash and use such cash, or use cash subject to a floating charge, to meet administration expenses (which can include the costs of continuing to operate the charging company's business) while in administration in priority to the claims of the floating charge holder; (b) a fixed charge, even if created after the date of a floating charge, may have priority as against the floating charge over the charged assets; (c) general costs and expenses (including the liquidator's remuneration) properly incurred in a winding-up are payable out of the company's assets (including the assets that are the subject of the floating charge) in priority to floating charge claims; (d) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the charging company so as to give a third party good title to the assets free of the floating charge and meaning that there is a risk of security being granted over such assets in priority to the floating charge security; (e) floating charge security is subject to certain challenges under English insolvency law, please see "—Challenges to guarantees and security—Grant of floating charge"; and (f) floating charge security is subject to the claims of preferential creditors (such as occupational pension scheme contributions and salaries owed to employees) and to ring-fencing please see "—Administration."

Under English law there is a possibility that a court could recharacterize fixed security interests purported to be created by a security document as floating charges, and the description given to security interests by the parties is not determinative. Whether security interests labelled as fixed will be upheld as fixed security interests rather than floating security interests will depend, among other things, on whether the chargee has the requisite degree of control over the relevant chargor's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee prior to crystallization, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge in the security documents.

Administration

The Insolvency Act and the Insolvency (Amendment) (EU Exit) Regulations 2019 empower British courts to make an administration order in respect to (i) companies incorporated under the laws of England and Wales or Scotland, (ii) companies incorporated under the laws of an EEA Member State, (iii) companies not incorporated under the laws of an EEA Member State but having their COMI in an EU Member State (other than Denmark), (iv) companies (wherever incorporated) having their COMI in the United Kingdom, and (v) companies (wherever incorporated) having their COMI in an EU Member State (other than Denmark) and an establishment (see "*European Union*" above) in the United Kingdom. An administration order can be made if the court is satisfied that the relevant company is or is likely to become "unable to pay its debts" (as set out in the Insolvency Act 1986 (the "Insolvency Act")) and that the administration order is reasonably likely to achieve the purpose of administration. An administrator can also be appointed out of court by the company, its directors or the holder of a qualifying floating charge, and different procedures apply according to the identity of the appointor. In general, during the administration, no proceedings or other legal process may be commenced or continued against the debtor or security enforced over the company's property, except with leave of the court or the consent of the administrator. Certain creditors of a company in administration may be able to realize their security over that company's property notwithstanding the statutory moratorium. This is by virtue of the disapplication of the moratorium in relation to a "security financial collateral agreement" (generally, cash or financial instruments such as shares, bonds or tradable capital market debt instruments) under the Financial Collateral Arrangements (No. 2) Regulations 2003. If the English Obligor were to enter administration, it is possible that the guarantee granted by it may not be enforced while it is in administration, without the leave of the court or consent of the administrator. In addition, other than in limited circumstances, no administrative receiver can be appointed by a secured creditor in preference to an administrator, and any already appointed receiver must resign if requested to do so by the administrator. Where the company is already in administration no receiver may be appointed.

In addition, under English insolvency law any debt payable in a currency other than pounds sterling (such as Euro, in the case of the Notes) must be converted into pounds sterling at the "official exchange rate" prevailing at the date when the debtor went into liquidation or administration. This provision overrides any agreement between the parties. The "official exchange rate" for these purposes is the middle market rate at the London Foreign Exchange Market at close of business as published for the date in question or, if no such rate is published, such rate as the court determines. Accordingly, in the event that an English Obligor goes into liquidation or administration, holders of the Notes may be subject to exchange rate risk between the date that such English Obligor went into liquidation or administration and the date of receipt of any amounts to which such holders of the Notes may become entitled.

Liquidation

Liquidation is a winding-up procedure applicable to companies incorporated under the laws of England and Wales. There are three ways the English Obligor may be placed into liquidation or "wound up":
(1) Members' Voluntary Liquidation (which is a procedure available to solvent companies only),
(2) Creditors' Voluntary Liquidation and (3) Compulsory Winding-Up.

Companies registered in England and Wales, foreign companies with their COMI in England and Wales, foreign companies with their COMI in an EU Member State (other than Denmark) and an "establishment" in England and Wales or which have a "sufficient connection" with England and Wales to justify the court exercising its jurisdiction may be wound up via compulsory liquidation. Only companies registered in England and Wales may be subject to voluntary liquidation (save that a foreign company where its COMI is in England and Wales or in an EU Member State (except Denmark) but which has an "establishment'" in England and Wales) may enter a creditors' voluntary liquidation).

On the liquidation of an English company, there is no automatic statutory moratorium in place preventing the holders of security interests from taking steps to enforce those security interests. Where a company incorporated under the laws of England and Wales is placed into liquidation, a creditor holding a valid mortgage, charge or other security interest has four options: (1) to realize the security, apply the proceeds towards discharge of the secured debt, and prove in the liquidation for any balance; (2) to retain the security and not prove in the liquidation; (3) to value the security and prove for any shortfall between that value and the value of the debt, or (4) to surrender the security and prove for the full amount of the debt.

Challenges to Guarantees and Security

There are circumstances under English insolvency law in which the granting by an English company of security and guarantees can be challenged. In most cases this will only arise if the company is placed into administration or liquidation within a specified period (as set out in more detail below) of the granting of the guarantee or security. Therefore, if during the specified period an administrator or liquidator is appointed to an English company, he may challenge the validity of the guarantee or security given by such company.

The following potential grounds for challenge may apply to guarantees and charges.

Transaction at an Undervalue

Under English insolvency law, a liquidator or administrator of an English company can apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or guarantee constituted a transaction at an undervalue. There will only be a transaction at an undervalue if, at the time of the transaction or as a result of the transaction, the English company was or becomes unable to pay its debts (as defined in the UK Insolvency Act 1986 (as amended)). The transaction can be challenged if the English company enters into liquidation or administration proceedings within a period of two years from the date the English company grants the security interest or the guarantee. A transaction might be subject to being set aside as a transaction at an undervalue if the company makes a gift to a person, if the company receives no consideration or if the company receives consideration of significantly less value, in money or money's worth, than the consideration given by such company. However, a court generally will not intervene if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit it. If the court determines that the transaction was a transaction at an undervalue the court can make such order as it thinks fit to restore the position to what it would have been in if the transaction had not been entered into. It is for the administrator or liquidator to demonstrate that the English company was insolvent unless a beneficiary of the transaction was a connected person (as defined in the UK Insolvency Act 1986 (as amended)), in which case there is a presumption of insolvency and the connected person must demonstrate the solvency of the English company in such proceedings.

Preference

Under English insolvency law, a liquidator or administrator of an English company could apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or such guarantee constituted a preference. There will only be a preference if, at the time of the transaction or as a result of the transaction, the English company was or becomes unable to pay its debts (as defined in the UK Insolvency Act 1986 (as amended)). The transaction can be challenged if the English company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person) or two years (if the beneficiary is a connected person) from the date the English company grants the security interest or the guarantee. A transaction will constitute a factual preference if it has the effect of putting a creditor of the English company (or a surety or guarantor for any of the company's debts or liabilities) in a better position (in the event of the company going into insolvent liquidation) than such creditor, guarantor or surety would otherwise have been in had that transaction not been entered into. If the court determines that the transaction constituted such a preference, the court has very wide powers for restoring the position to what it would have been if that preference had not been given, which could include reducing payments in respect of the Guarantee of the English Obligor (although there is protection for a third party who enters into one of the transactions in good faith and without notice). However, for the court to do so, it must be shown that in deciding to give the factual preference the English company was influenced by a desire to produce the preferential effect. It is for the administrator or liquidator to demonstrate that the English company was insolvent at the relevant time and that the company was

influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person (other than an employee), in which case there is a presumption that the company was influenced by a desire to produce the preferential effect and the connected person must demonstrate in such proceedings that there was no such influence.

We cannot assure holders of the Notes that, in the event of insolvency, the giving of the Guarantee by the English Obligor incorporated under the laws of England and Wales would not be challenged by a liquidator or administrator or that a court would support the Group's analysis that (in any event) the Guarantee was entered into in good faith for the purposes described above. If a court were to avoid any giving of any Guarantee as a result of a transaction at an undervalue or preference, or held it unenforceable for any other reason, you would cease to have any claim against the Guarantor giving such Guarantee.

Transaction Defrauding Creditors

Under English insolvency law, where it can be shown that a transaction was at an undervalue and was made for the purposes of putting assets beyond the reach of a person who is making, or may make, a claim against a company, or of otherwise prejudicing the interests of a person in relation to the claim, which that person is making or may make, the transaction may be set aside by the court as a transaction defrauding creditors. This provision may be used by any person who is a "victim" of the transaction and is not therefore limited to liquidators or administrators. There is no time limit in the English insolvency legislation within which the challenge must be made, and the relevant company does not need to be insolvent at the time of the transaction. If the court determines that the transaction was a transaction defrauding creditors, the court can make such orders as it thinks fit to restore the position to what it would have been if the transaction had not been entered into and to protect the interests of the victims of the transaction.

Extortionate Credit Transaction

An administrator or a liquidator can apply for a court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by the English Obligor up to three years before the day on which the English Obligor entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are (or were) such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing.

Grant of Floating Charge

Under English insolvency law, if the English Obligor is unable to pay its debts at the time of (or as a result of) granting a floating charge, and the floating charge was granted within the specified period referred to below, then such floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English Obligor at the same time as or after the creation of the floating charge. The requirement for the English Obligor to be insolvent at the time of (or as a result of) granting the floating charge does not apply where the floating charge was granted within the specified period referred to below and is granted to a connected person. If the floating charge is granted to a connected person, and the floating charge was granted within the specified period referred to below, then the floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English Obligor at the same time as or after the creation of the floating charge, whether the English Obligor is solvent or insolvent. The granting of the charge can be challenged only if the English Obligor enters into liquidation or administration proceedings within a period of one year (if the beneficiary is not a connected person) or two years (if the beneficiary is a connected person) from the date the English Obligor grants the floating charge. However, if a floating charge qualifies as a "security financial collateral agreement" under the Financial Collateral Arrangements (No. 2) Regulations 2003, the floating charge will not be subject to challenge as described in this paragraph. An administrator or a liquidator, as applicable, does not need to apply to court for an order declaring that a floating charge is invalid. Any floating charge created during the relevant time period is automatically invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the English company at the same time as or after the creation of the floating charge (plus certain interest), whether the relevant English company is solvent or insolvent at the time of grant.

Corporate Insolvency and Governance Act 2020

On June 26, 2020, the Corporate Insolvency and Governance Act 2020 ("CIGA 2020") enacted fundamental reforms to the United Kingdom's existing insolvency and companies legislation. Some of these measures had been proposed in August 2018 but were fast-tracked through the United Kingdom legislative process in response to the COVID-19 pandemic. The measures include the following:

Moratorium

Part A1 of the Insolvency Act, as introduced by CIGA 2020, provides a standalone moratorium which can benefit certain distressed companies by giving them various protections from creditors and providing them with a breathing space to formulate a rescue and/or restructuring plan. The moratorium is a 'debtor-in-possession' process, meaning that a company in a moratorium remains under the management of its directors, but the moratorium is supervised by an insolvency practitioner, called a 'monitor'.

Not all companies are eligible for the moratorium. Schedule ZA1 to the Insolvency Act sets out a number of exclusions from eligibility which includes companies that are a party to capital markets arrangements where the debt incurred (or, when entering into the agreement, expected to be incurred) was at least £10 million (at any time during the life of the capital market arrangement) and the arrangement involves the issue of a capital market investment. This includes, amongst other things, secured and unsecured debt, but the debt instrument either has to be rated, listed, traded (or designed to be rated, listed or traded), or bonds or commercial paper issued to professional, high net worth or sophisticated investors.

Ipso Facto Clauses Prohibited

CIGA 2020 introduced a permanent prohibition on the operation and exercise of termination clauses and the imposition of amended terms by a supplier in contracts for goods and services, which would have been triggered by the counterparty company being made subject to a relevant insolvency procedure. Such procedures include winding-up and administration, as well as the new moratorium and restructuring plan. Other rights to terminate under the contract (i.e. other than on the counterparty being subject to a relevant insolvency procedure) are preserved, to the extent the termination event arises after commencement of the insolvency proceeding. A supplier may be allowed to terminate the contract if the company or the relevant insolvency practitioner consents or if permission is granted by the court on it being satisfied that the continuation of the contract would cause the supplier hardship. Financial services contracts and entities involved in financial services are not affected by this new prohibition.

Restructuring Plan

CIGA 2020 also provides for a new restructuring process, similar to a scheme of arrangement under the Companies Act (see "—Scheme of Arrangement"), but with an ability for a cross-class cram-down to bind dissenting stakeholders to the restructuring plan proposed. This new standalone restructuring plan under Part 26A of the Companies Act is available to any company that is liable to be wound up under the Insolvency Act. The Secretary of State is given the express power to exclude regulated companies providing financial services from being able to propose a restructuring plan, and may also provide for other exclusions as to the type of debtor company or creditor entities that may be party to a restructuring plan.

The company must: (i) have encountered, or be likely to encounter, financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern; and (ii) have proposed a compromise or arrangement with its creditors or members (or any class of either of them) for the purpose of eliminating, reducing, preventing or mitigating the effect of such financial difficulties. There is no financial eligibility criteria, thereby making it available to both solvent and insolvent companies (in the latter case, the plan would be proposed by the incumbent insolvency practitioner).

The process closely resembles that for schemes of arrangement, whereby a proposed restructuring plan must be filed at court as part of the proponent's application to convene a meeting of creditors or members. At the convening hearing, the court will examine the classes of stakeholders and whether it has jurisdiction to make judgment on the proposed restructuring plan. Once the court is satisfied it has jurisdiction and with the allocation of classes, it will order a meeting of each class of creditors/members to vote on the proposed restructuring plan: details of such meeting(s) must be sent to every stakeholder in each class, accompanied by a statement explaining the effect of the plan and state any material interests of the directors of the company and the effect on those interests of the plan insofar as it is different from the effects on the like interests of other persons. Creditors and members whose rights would be affected by

the restructuring or compromise arrangement must be permitted to participate in the relevant meeting, unless they have been excluded by reason of having no genuine economic interest in the company.

The creditors/members of a class are deemed to approve a restructuring plan if at least 75% in value of the creditors/members of that class who are present and voting (in person or by proxy) have voted in favor of the proposals. Unlike with a scheme of arrangement, there is no requirement for a majority in number of those creditors present and voting to vote in favor of a restructuring plan for class approval to be given.

As stated above, a restructuring plan has an additional feature which a scheme or arrangement does not have, a "cross-class cram down" provision. This allows the court to sanction a restructuring plan even if not all of the relevant classes of creditors and/or members have voted in favor of it. In order for the court to sanction a cross-class cram down the court must be satisfied that none of the dissenting classes are any worse off under the plan than they would be in the event of the "relevant alternative" (being whatever the court considers would be most likely to occur in relation to the company if the restructuring plan were not sanctioned); and that the plan has been agreed by 75% in value of a class of creditors or members present and voting (in person or by proxy) who would receive a payment, or have a genuine economic interest in the company, in the event of the relevant alternative. Similar to a scheme of arrangement, a restructuring plan then needs to be sanctioned by the court at a sanction hearing. Although there are no provisions which expressly set out how the court's discretion is to be exercised, the court will draw on the principles applicable to schemes. For example, the court may refuse to grant sanction if it considers that the restructuring plan is not just and equitable. Parties' rights following confirmation of a restructuring plan will be as provided for in the plan and any previous rights will be extinguished. Unlike an administration proceeding, the commencement of a restructuring plan does not trigger a moratorium on claims or proceedings, although the directors may apply for moratorium (see above) to provide protection pending the sanction of the plan if the relevant company is eligible.

So-called "Henry VIII" powers

CIGA 2020 further confers on the UK government some extensive powers to make a range of further amendments to corporate insolvency and governance legislation under delegated regulations. For example, regulations may be made to amend or modify the conditions that must be met before an insolvency procedure applies to certain entities, or the way in which the procedure applies, or to change or disapply a person's corporate duties and liabilities.

France

Go Voyages S.A.S., Liligo and GoVoyages Trade S.A.S., Guarantors of the Notes (the "French Guarantors"), are incorporated under the laws of France and, as such, any insolvency proceedings applicable to the French Guarantors may be governed by French insolvency law.

French courts may also have jurisdiction to commence insolvency proceedings with respect to other companies of the group if the conditions provided for by the EU Insolvency Regulation (if applicable) are met (see above), or, if not applicable, in accordance with traditional French private international law.

The following is a brief description of certain aspects of insolvency law in France.

Grace Periods

In addition to pre-insolvency and insolvency laws discussed below, the holders of the Notes could, like any other creditors, be subject to Articles 1343-5 *et seq*, of the French Civil Code.

Pursuant to Article 1343-5 of the French Civil Code, French courts may, in any civil proceeding involving the debtor, whether initiated by the debtor or the creditor, taking into account the debtor's financial position and the creditor's financial needs, defer or otherwise reschedule the payment dates or payment obligations over a maximum period of two years. In addition, pursuant to Article 1343-5, if a debtor specifically initiates proceedings thereunder, French courts may decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate which is lower than the contractual rate (but not lower than the legal rate) or that payments made shall first be allocated to repayment of the principal. If a court order under Article 1343-5 of the French Civil Code is made, it will suspend any pending enforcement measures, and any contractual interest or penalty for late payment will not accrue or be due during the period ordered by the court.

When the debtor is subject to conciliation proceedings, these provisions shall be read in combination with Articles L. 611-7 and L. 611-10-1 of the French Commercial Code (see below).

Insolvency (cessation des paiements)

Under French law, a company is deemed insolvent (in *cessation des paiements*) when it is not able to pay its debts as they fall due out of its available and liquid assets, taking into account any moratorium which its creditors may have granted as well as any available liquidity reserves.

The debtor is required to petition for insolvency proceedings (either judicial reorganization or judicial liquidation) within 45 days of becoming insolvent unless it has initiated conciliation proceedings within the same period. If it does not, directors and, as the case may be, de facto managers, may be subject to civil liability. Insolvency proceedings may also be initiated upon the initiative of a creditor or of the State prosecutor, provided that the debtor is insolvent.

Court-assisted Proceedings

Mandat ad hoc and conciliation proceedings are informal amicable proceedings carried out under the supervision of the President of the commercial court. A trustee (as the case may be, a *mandataire ad hoc* or a *conciliateur*) is appointed confidentially by the President of the commercial court in order to help the debtor reach an agreement with its creditors in particular by reducing or rescheduling its indebtedness. The debtor may propose, in the filing for the commencement of the proceedings, the appointment of a particular person as trustee.

Mandat ad hoc Proceedings (mandat ad hoc)

Mandat ad hoc proceedings are confidential proceedings available to solvent debtors. The process is voluntary, the legal representative of the company being the only one entitled to file a request with the President of the commercial court for the appointment of a *mandataire ad hoc*. A restructuring agreement may be negotiated between the company and its main creditors on a consensual basis—those creditors not willing to take part cannot be bound by the arrangement. In the event an agreement is reached, the agreement will have no binding effect upon third parties and will not benefit from any statutory protections. There is no time limit for the duration of *mandat ad hoc* proceedings.

Conciliation Proceedings (procédure de conciliation)

A company may, in its sole discretion, request the commencement of conciliation proceedings (*procédure de conciliation*) with respect to itself, provided it (i) is not insolvent or has not been insolvent for more than 45 days, and (ii) experiences legal, economic or financial difficulties. The competent commercial court will appoint a conciliator (*conciliateur*) to help the company reach an agreement with its creditors for reducing or rescheduling its indebtedness. Such agreement may be either confidentially acknowledged (*constaté*) by the President of the commercial court (in which case the agreement becomes immediately enforceable (*exécutoire*)) or approved (*homologué*) by the commercial court. The main consequences of the approval (*homologation*) by the commercial court will be the following:

- creditors who provide new money or goods or services designed to ensure the continuation of the business of the distressed company (other than shareholders providing new equity) will enjoy a preferential treatment in the event of subsequent insolvency proceedings; and
- in the event of subsequent judicial reorganization proceedings or judicial liquidation proceedings, the date of the *cessation des paiements*, which is the starting date of the "hardening period" preceding the opening of insolvency proceedings (see below), cannot be fixed by the commercial court as of a date earlier than the date of the approval of the agreement.

Conciliation proceedings are also confidential, but, in case of approval by the commercial court, third parties are informed that such an agreement has been entered into, through a publication. Conciliation proceedings may last up to five months.

If a creditor seeks payment during conciliation proceedings, then pursuant to Article L. 611-7 of the French Commercial Code, the judge having opened the conciliation proceedings has jurisdiction to grant a grace period to the debtor, in accordance with Article 1343-5 of the French Civil Code, provided that (i) the debtor has received a formal notice requesting payment or faces enforcement from such creditor or (ii) if such creditor does not accept, by the deadline set by the conciliator, a request made by the conciliator to suspend payment of his claim. In this last situation (creditor's refusal), the judge has the power to grant

a deferral or rescheduling of the creditor's (i) due claims up to a maximum of 24 months and (ii) unmatured claims for a maximum period which would correspond to the remaining period of the conciliation proceedings. In any case, the decision would be taken after having heard the conciliator. This judge also has jurisdiction to grant such a grace period during the implementation of the conciliation agreement (i.e., after the end of the conciliation proceedings), in relation to claims of non-consenting creditors (other than public creditors), provided that this agreement has been either recognized or sanctioned by a court decision, as discussed above.

Conciliation proceedings may also be the first step of:

- Either a so-called "prepack" sale of business to be implemented in subsequent judicial reorganization or judicial liquidation proceedings. Potential purchasers of the business are sought during the conciliation proceedings, and the sale of the company's business is then implemented very quickly after the opening of insolvency proceedings; or
- Accelerated safeguard proceeding (see below).

Insolvency Proceedings

French insolvency proceedings are safeguard proceedings (including accelerated safeguard proceeding), judicial reorganization proceedings and judicial liquidation. The objectives of such French insolvency proceedings are, in order of priority, to safeguard the debtor's activity, to safeguard jobs and to pay creditors.

Safeguard Proceedings (procédure de sauvegarde)

The safeguard proceedings allows for the establishment of a restructuring plan under commercial court supervision before the company becomes insolvent. It is available only at the request of a debtor company. The debtor must be solvent (i.e., not unable to pay its due debts out of its available assets) but facing difficulties that it cannot overcome. Safeguard proceedings are public and include an automatic stay of all actions against the debtor for up to six months, renewable for an additional six months with commercial court approval. During this period (the "observation period"), the debtor and the insolvency officers try to elaborate a viable restructuring plan (including a debt restructuring) called the "safeguard plan," and to have it adopted by the court. A preferential treatment is given for the benefit of persons who grant a new cash contribution to the debtor during the observation period in order to ensure the continuation of the company's activity and its sustainability.

During the observation period, payments by the debtor of any debts incurred prior to the commencement of the proceedings are prohibited, subject to limited exceptions. The supervising judge (*juge-commissaire*) can authorize payments for prepetition debts in order to discharge a lien on property needed for the continued operation of the business or get back goods or rights transferred as collateral in a fiduciary estate (*patrimoine fiduciaire*). Debts arising after the commencement of the safeguard proceedings will be given priority over debts incurred prior to the commencement of the safeguard proceedings if they relate to expenses necessary for the business's ordinary activities or are for the requirements of the proceedings.

New financings granted to debtors in the context of safeguard or reorganization proceedings benefit from a new safeguard or reorganization privilege (the "**S/R Lien**").

The S/R Lien applies to all new cash contributions made by any person:

- during the observation period, in order to ensure the continuity of debtor's business and its sustainability, in which case such cash contributions must be authorized by the supervising judge,
- for the implementation of the safeguard or reorganization plan, i.e. within the plan as approved or modified by the court, and for the purposes of its execution, it being specified that the judgment must mention all claims benefiting from the S/R Lien, as well as the relevant amounts, or
- for contributions made in the context of a substantial modification of the plan, for the implementation of the amended plan.

Claims benefiting from the S/R/ Lien benefits from a particularly attractive rank, namely (i) 3rd rank in safeguard and reorganization proceedings (Article L. 622-17, III 2° of the French Commercial Code) and (ii) 8th rank in liquidation proceedings (Article L. 643-8, I 8° of the French Commercial Code), subject to having been (i) authorized by the supervising judge (*juge-commissaire*) and (ii) published.

The S/R Lien cannot benefit shareholders as part of a share capital increase, nor (directly or indirectly) to creditors for pre-petition debt.

One of the main features of the safeguard proceedings consists in the creation of multiple affected parties' classes (mandatory for companies (i) employing more than 250 persons with a turnover exceeding €20 million or (ii) with a turnover exceeding €40 million, optional for the debtor below such thresholds). Those classes consist of creditors related by a common economic interest with respect to claims arising prior to the commencement of the safeguard proceedings. Creditors are divided into such classes by the court-appointed administrator (*administrateur judiciaire*) on the basis of verifiable objective criteria, provided that (i) secured creditor must be placed in a separate class from the other creditors, (ii) the division into classes must respect the subordination agreements between affected parties concluded before the initiation of the proceedings and (iii) shareholders and other equity holders must also be placed in one or more separate classes.

The court-appointed administrator shall submit to each affected party the modalities for dividing into classes and calculating the voting rights corresponding to the affected claims. The affected classes shall vote on the plan within 30 days from delivery of the proposed plan (subject to a potential court decision to postpone this deadline). The plan is approved where members of the affected classes voting in favor of the plan account for at least two-thirds of the outstanding claims of the creditors expressing a vote, it being specified that within a class, the vote on the adoption of the plan may be replaced by an agreement which, after consultation with its members, has the approval of two-thirds of the votes held by them.

If the safeguard plan was not approved by each class, it may also be adopted by the commercial court upon request of the debtor or the court-appointed administrator, subject to the debtor's consent, and be imposed to dissenting classes (*i.e.,* "cross-class cram-down"), provided that, *inter alia*, interests of all of the affected parties are sufficiently protected and the safeguard plan was adopted by (i) a majority of the affected classes, provided further that at least one of those classes is a class of secured creditors or ranks ahead of the class of unsecured creditors or (ii) at least one of the classes of affected parties entitled to vote, other than a class of shareholders or any other class that is unlikely to receive any payment.

The commercial court can also adopt a safeguard plan in the absence of creditors' classes (e.g., because such classes were not created). In such a case, all creditors are consulted on an individual basis, on debt rescheduling, write-offs and/or debt-for-equity swaps. Creditors are deemed to have accepted the debt rescheduling or write-offs proposals if they fail to respond within 30 days from the receipt of the debtor's proposal. However, in respect to debt-for-equity swap proposals, the creditors' representative must obtain the agreement of each creditor in writing (in particular, with respect to creditors rejecting the debtor's proposals, the commercial court can only impose a rescheduling of the repayment of the debts over a maximum period of 10 years, except for debts with maturity dates of more than 10 years, in which case the maturity date may remain the same).

The plan submitted to the affected classes, may include not only rescheduling of debts but also cancellation of debts and debt-for-equity swaps (debt-for-equity swaps requiring the relevant shareholder consent). The plan may provide for a different treatment of creditors if their differences of situation so justify. Following approval by the affected classes and subject to verification by the commercial court that creditors' interests are adequately preserved, the commercial court can approve the plan, in which case the plan will be binding also on dissenting members. The first payment must be made within a year of the judgment adopting the plan (in the third and subsequent years, the amount of each annual installment must be of at least 5% of the total admitted pre-filing liabilities, and of at least 10% of the total admitted pre-filing liabilities from the sixth annual installment).

Accelerated Safeguard Proceedings (procédure de sauvegarde accélérée)

A company in the course of conciliation proceedings may request commencement of accelerated safeguard proceedings (*procédure de sauvegarde accélérée*) if (i) while not being *en cessation des paiements* (i.e., being unable to pay its debts as they fall due out of its available assets) for more than 45 days when it initially requested the opening of conciliation proceedings, it is facing difficulties that it cannot overcome, (ii) it has its accounts certified by a statutory auditor (*commissaire aux comptes*) or established by certified public accountant (*expert comptable*) and (iii) it has prepared, in the context of conciliation proceedings, a draft safeguard plan that aims to protect its operations in the long run and is likely to be supported by the affected parties.

The accelerated safeguard proceedings have been designed to "fast track" the safeguard proceedings. The regime applicable to accelerated safeguard proceedings is roughly similar to the regular safeguard proceedings, to the extent compatible with the accelerated timing in accelerated safeguard proceedings. Therefore, some provisions relating in particular to ongoing contracts and restitution claims made by owners benefiting from retention of title clauses are, for instance, excluded by law.

Where accelerated safeguard proceedings are opened, affected parties classes are convened and are required to vote on the proposed accelerated safeguard plan within the minimum period of 30 days from delivery of the proposed plan (as applicable in safeguard proceedings).

As with traditional safeguard proceedings, the plan adopted in the context of accelerated safeguard proceedings may notably provide for rescheduling of debts, debt cancellation or debt-for-equity swaps (requiring the relevant shareholder consent).

The maximum duration of the accelerated safeguard proceedings is four months (two months extendable by two additional months). If, during this period, no plan is adopted by the affected parties classes, the commercial court shall terminate the accelerated safeguard proceedings.

Judicial Reorganization (procédure de redressement judiciaire)

A judicial reorganization may be initiated with respect to a company incorporated in France (or a foreign company whose center of main interest is situated in France) if it cannot pay its debts as they fall due out of its available assets (i.e., if it is in *cessation des paiements*), provided that its financial situation is capable of improving.

Such proceedings may be initiated by the company, a creditor, the commercial court or the State prosecutor. The debtor is required to petition for insolvency proceedings within 45 days of becoming in *cessation des paiements* unless it has initiated a conciliation proceedings within the same period. If it does not, the debtor's managers may be subject to civil liability.

The objectives of judicial reorganization proceedings are the same as those of safeguard proceedings. Most of the rules applicable to safeguard proceedings apply to judicial reorganization proceedings. In particular, the commencement of judicial reorganization proceedings triggers an automatic stay of proceedings against the debtor during the observation period (subject to the same limited exceptions), it being specified that the observation period can be extended to a maximum of 18 months upon request of the State prosecutor. As with safeguard proceedings, the restructuring plan (the "reorganization plan") may be adopted by affected parties classes (mandatory for companies (i) employing more than 250 persons with a turnover exceeding €20 million or (ii) with a turnover exceeding €40 million, optional for the debtor below such thresholds). However, the adoption of a restructuring plan differs from that of a safeguard plan in that any affected party may submit a concurrent plan to that of the debtor.

The reorganization plan can combine all of the following: a debt restructuring, a recapitalization of the company, a debt-for-equity swap (always with the relevant shareholder approval) and the sale of certain assets or of portions of the business.

In addition, the new S/R Lien applies in judicial reorganization proceedings (as defined and detailed above see "—France- Safeguard Proceedings (*procédure de sauvegarde*)")

In the cases where (i) a debtor (a) employs more than 150 employees or (b) controls one or more companies employing 150 employees, (ii) the disappearance of such debtor is likely to cause serious disturbance to the national or local economy and to local employment, and (iii) a share capital modification appears, after review of total or partial disposal plan solutions, the only credible solution to avoid such a disturbance and to allow the debtor's business activities to continue. In summary, if, in such event, a reorganization plan provides for a modification of the share capital in favor of one or more person(s) who undertake to execute the plan (e.g., the new majority shareholders) and the existing shareholders refuse to vote in favor of such share capital modification, the commercial court may, under certain procedural and substantial conditions (e.g., the payment to the evicted shareholders of an amount corresponding to the value of their shares, as determined by a commercial court-appointed expert if no agreement as to such value is reached among the parties) and upon request of the commercial court-appointed administrator or the State prosecutor, either (a) appoint a trustee (*mandataire de justice*) to vote in favor of a share capital increase in place of the dissenting shareholders or (b) order, in favor of the person(s) who have undertaken to execute the plan, the transfer of all or part of the shares owned by the dissenting shareholders who own a majority of voting rights or hold a blocking minority in the company. Any approval clause included in the company's constitutional documents is deemed null and void.

If no reorganization plan is drafted or if the draft reorganization plan appears obviously incapable of restoring the debtor's viability, the court may decide to adopt a sale plan (*plan de cession*), i.e., a plan whereby all or part of the business is sold to a third party which can cherry-pick the assets, contracts and employees, without (subject to certain exceptions) the need to obtain the consent of either the debtor, the creditors or the other party to certain contracts (such as lease-back agreements or supply agreements of goods and services). Any third party may make a bid to that effect as from the opening of judicial reorganization proceedings. If such a sale plan is adopted, the proceeds of the sale will be allocated for the repayment of the creditors according to the ranking of their claims. The sale price is generally significantly lower than the aggregate value of the assets, bearing in mind that the courts would endorse the most credible offer that would best ensure the preservation of jobs.

Judicial Liquidation (procédure de liquidation judiciaire)

Such proceedings may be initiated by the company, a creditor or the State prosecutor if the debtor cannot pay its debts as they fall due out of its available assets (i.e., if it is in "*cessation des paiement*") and its recovery is not possible. The aim of these proceedings is to liquidate a company and end its activities, by selling its business, either as a whole or per branch of activity or asset by asset. The activity is ended from the opening of proceedings, except if a sale of all or part of the business is feasible. In such a case, the court authorizes the company to continue its activity during a maximum period of three months (renewable once) to implement such a sale.

Liquidation proceedings trigger an automatic stay of proceedings against the company. However, secured creditors benefiting from a pledge are, where the applicable security arrangements so contemplate, entitled to enforce their security interest through a court-monitored allocation process (*attribution judiciaire*) (i.e., request the court to transfer ownership of the pledged asset(s)). In any case, secured creditors benefiting from a pledge or a mortgage are entitled to enforce their security interest if the liquidator has not commenced selling the asset subject to the pledge or mortgage within three months from the judgment opening the liquidation proceedings.

The commercial court will end the proceedings when either no due liabilities remain, the liquidator having sufficient funds to pay off the creditors (*extinction du passif*), or continuation of the liquidation process becomes impossible due to insufficiency of assets (*insuffisance d'actif*).

Void and Voidable Transactions

The date of insolvency (*cessation des paiements*) is generally deemed to be the date of the court decision commencing the judicial reorganization or judicial liquidation proceedings. However, in the decision commencing judicial reorganization or judicial liquidation proceedings or in a subsequent decision, a court may set the date on which the debtor became insolvent at an earlier date, up to 18 months prior to the court decision commencing the proceedings. This date is important because it marks the beginning of the "hardening period," which lasts until the opening of the insolvency proceedings. Certain transactions entered into by the debtor during the suspect period are, by law, automatically void or voidable by the court.

Automatically void transactions include in particular transactions or payments entered into during the hardening period that may constitute voluntary preferences for the benefit of some creditors to the detriment of other creditors. Such transactions or payments must be set aside by the court if a claimant (the judicial administrator, the liquidator, the creditors' representative or the court-appointed trustee in charge of overseeing the implementation of the restructuring plan, or the State prosecutor) so requests. These include, notably, transfers of assets for no consideration, contracts under which the reciprocal obligations of the debtor significantly exceed those of the other party, payments of debts not due at the time of payment, payments made in a manner which is not commonly used in the ordinary course of business, security granted for debts previously incurred, provisional measures (unless the right of attachment or seizure predates the date of insolvency), share options granted or sold during the hardening period, the transfer of any assets or rights to a trust arrangement (*fiducie*) (unless such transfer is made as a security for debt incurred at the same time), and any amendment to a trust arrangement (*fiducie*) that dedicates assets or rights as a guaranty of pre-existing debts.

Voidable transactions include, (i) transactions for consideration, (ii) payments of due and payable debts or (iii) administrative seizure (*saisie administrative*), seizures (*saisie attribution*) and oppositions, in each case, if such actions are taken after the debtor was in *cessation des paiements* and the party dealing with the debtor knew that the debtor was in *cessation des paiements* at that time. In addition, transactions

relating to transfers of assets for no consideration are also voidable when carried out during the six-month period prior to the beginning of the hardening period. Unlike void transactions, which must be set aside by the court if so requested, the court has discretion to decide whether or not it is appropriate to set aside transactions that are only "voidable."

There is no hardening period prior to the opening of safeguard proceedings, since the condition required to commence such proceedings is that the company is not insolvent (*en état de cessation des paiements*) within the meaning of French law.

Article L. 650-1 of the French Commercial Code also provides that when safeguard, judicial reorganization (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) proceedings are initiated, creditors cannot be held liable for damages resulting from facilities that they granted, unless they acted fraudulently or deliberately interfered with the management of the debtor or if security interests granted to secure such facilities (which may include bonds) were out of proportion with the latter. Case law has set out that this liability would also require that the granting of the facility be deemed to be wrongful. If the creditors are held liable, the security interests granted to secure the facility may be held void or reduced by a commercial court. The date at which the proportion should be analyzed is the date when the security interests were granted, not the date when they were enforced. With regard to the extent by which the security interests must exceed the amount of the facility to be considered "out of proportion" this is a question which is reviewed by French courts on a case-by-case basis.

Status of Creditors

As a general rule, creditors domiciled in France whose debts arose prior to the commencement of the proceedings must file a proof of claim with the creditors' representative within two months of the publication of the commercial court commencing the proceedings in the *Bulletin Officiel des Annonces Civiles et Commerciales*; this period is extended to four months for creditors domiciled outside France. Creditors who have not submitted their claims during the relevant period are, except with respect to very limited exceptions, barred from receiving distributions made in connection with the proceedings and their unasserted claims are unenforceable (*inopposables*) during the safeguard or reorganization plan and even after the plan if the obligations under the plan have been complied with. Employees are not subject to such limitations and are preferential creditors under French law.

Contractual provisions that would accelerate the payment of the company's obligations (or, more generally, that would reduce the company's rights or increase its obligations) upon the opening of insolvency proceedings (or court-assisted proceedings) or the occurrence of a state of *cessation des paiements* are not enforceable under French law. The commencement of liquidation proceedings, however, automatically accelerates the maturity of the company's obligations. If, however, the court authorizes the company to continue its activity because a sale of all of the business is feasible, the company's obligations which have not yet matured shall only mature as at the date of the judgment ordering such total sale of the business. The administrator may opt for the continuation (or not) of on-going contracts (*contrats en cours*) (except for employment contracts). The continuation of on-going contracts requires that the company fully performs its contractual obligations arising after the commencement of the insolvency proceedings. French insolvency law assigns priority to the payment of certain preferential creditors, including employees, the commercial court, officials appointed by the commercial court as required by the insolvency proceedings, certain post-petition creditors, certain secured creditors and the French tax authorities.

As from the commencement of insolvency proceedings:

- accrual of interest is suspended (except in respect of loans providing for an initial term of at least one year, or contracts providing for a payment which is differed by at least one year; even in such a case, accrued interest cannot bear themselves interest, notwithstanding Article 1343-2 of the French Civil Code (as it currently stands));
- the debtor is prohibited from paying debts incurred prior to the date of the court decision commencing the insolvency proceedings, subject to specified exceptions which essentially cover the set-off of related debts (*compensation pour dettes connexes*), payments authorized by the supervising judge (*juge-commissaire*) to recover assets for which recovery is justified by the continued operation of the business
- debts duly arising after the commencement of the proceedings and which were incurred for the purposes of the proceedings or of the observation period, or in consideration of services rendered/ goods provided to the debtor during this period must be paid as and when they fall due and, if not, will

be given priority over debts incurred prior to the commencement of the proceedings (with certain limited exceptions), provided that they are duly brought to the attention of the court-appointed administrator or, in the absence of one, the *mandataire judiciaire* or, should they both have ceased to be in office, the plan commissioner or the judicial liquidator within one year of the end of the observation period; and

- creditors may not initiate or pursue any individual legal action against the debtor with respect to any claim arising prior to the court decision commencing the insolvency proceedings if the objective of such legal action is:

  to obtain an order for payment of a sum of money by the debtor to the creditor (however, the creditor may require that a court determine the amount due);

  to terminate or cancel a contract for non-payment of pre-opening amounts owed to the creditor; or

  to enforce the creditor's rights against any assets of the debtor (subject to limited exceptions).

French insolvency law assigns priority to the payment of certain preferential creditors, including in particular employees, the commercial court, officials appointed by the commercial court as required by the insolvency proceedings, certain creditors whose claims arose after the commencement of the insolvency proceedings, secured creditors and the French tax authorities. Some creditors may nevertheless bypass this order of priority, e.g., if they benefit from a retention right over certain assets.

Corporate Benefit Rules—Limitation on Enforcement of the Guarantee

The grant of a guarantee by a French Guarantor for the obligations of the Issuer under the Notes must be in the corporate purposes and in the corporate interests of such French Guarantor. Under Articles L.242-6 and L.244-1 of the French Commercial Code, directors and managers of a company incorporated as a *société par actions simplifiée* such as the French Guarantors, may be prosecuted for misappropriation of corporate funds and/or credit if they are determined to have, in bad faith, used the company's property or credit in a manner which they knew to be contrary to the company's interests for personal ends or for the benefit of another company in which they have a direct or indirect interest.

Furthermore, under French corporate benefit rules, a guarantor must receive an actual and adequate benefit from the transaction involving the granting by it of the guarantee, taken as a whole. A court could declare any guarantee unenforceable and void, if payment had already been made under the relevant guarantee, require that the recipient return the payment to the relevant guarantor, if the court found that the French Guarantor did not receive some real and adequate corporate benefit from the transaction involving the grant of the guarantee as a whole.

The existence of a real and adequate benefit to the guarantor and whether the amounts guaranteed are commensurate with the benefit received are matters of fact as to which French case law provides no clear guidance.

However, based on current case law certain intragroup transactions (including up-stream guarantees) can be in the corporate interest of the relevant company, in particular, where the following four criteria are fulfilled:

- existence of a genuine group of companies to which the guarantor and the person whose obligations are being guaranteed belong operating under a common strategy aimed at a common objective and the guarantee, and the transaction to which they relate, must be entered into in furtherance of the common economic interest of the group as a whole and the liability under the guarantee should be commensurate with such group benefit;
- the risk assumed by a French Guarantor must be proportionate to the benefit;
- the French Guarantor must receive an actual and adequate benefit, consideration or advantage from the transaction involving the granting by it of the guarantee which is commensurate with the liability which it takes on under the guarantee; and
- the obligations of the French Guarantor under the guarantee must not exceed its financial capability.

However, such criteria being subject to interpretation and depending on factual matters, the prudent approach prevailing in the French market is to create a strict correlation between the risk assumed and the benefit received by a French Guarantor without relying on the corporate benefit of the group (*intérêt social de groupe*) and applying the conditions listed above and therefore, limiting the amounts of the guarantee to the amounts on-lent to the French Guarantors as set out below.

Each Guarantee provided by a French Guarantor will apply only insofar as required to:

(i) guarantee the payment obligations under the Indenture and the Notes of its direct or indirect subsidiaries which are or become Issuer or Guarantor from time to time under the Indenture and the Notes and incurred by those subsidiaries as Issuer and Guarantors (without double counting). However, where such subsidiary is itself a Guarantor which guarantees the obligations of a member of the Group which is not a subsidiary of the relevant French Guarantor, the amounts payable by such French Guarantor under this paragraph (i) in respect of the obligations of this subsidiary as Guarantor shall be limited as set out in paragraph (ii) below; and

(ii) guarantee the payment obligations under the Indenture and the Notes of each other Issuer or Guarantor which is not a direct or indirect subsidiary of that French Guarantor, provided that in each case such guarantee shall be limited to the payment obligations of such other Issuer or Guarantor under the Indenture and the Notes provided that these payments obligations shall not exceed an amount equal to the aggregate of all amounts made available (directly or indirectly) to such other Issuer or Guarantor under the Indenture and the Notes and on-lent (directly or indirectly by way of intercompany loans or similar arrangements) to such French Guarantor or its subsidiaries and outstanding from time to time (such amount being the "French Maximum Guaranteed Amount").

It being specified that any payment made by such French Guarantor under its Guarantee in accordance with paragraph (ii) above in respect of the obligations of any other Issuer or Guarantor shall reduce *pro tanto* the outstanding amount of the intercompany loans (if any) due by such French Guarantor or its subsidiaries to that Issuer or Guarantor under the intercompany loan or similar arrangements referred to above. For the avoidance of doubt, any payment made by a French Guarantor in respect of the payment obligations of an Issuer or a Guarantor referred to in paragraph (ii) above shall reduce the French Maximum Guaranteed Amount.

No French Guarantor will secure liabilities under the Indenture and the Notes which would result in such French Guarantor not complying with French financial assistance rules as set out in Article L. 225-216 of the French Commercial Code and/or would constitute a misuse of corporate assets or corporate credit within the meaning of Article L. 242-6 or L. 244-1 of the French Commercial Code (*Code de commerce*) or any other law or regulations having the same effect, as interpreted by French courts.

No French Guarantor will be acting jointly and severally with the Issuer and/or the other Guarantors and no French Guarantor shall be deemed to be a "*co-débiteur solidaire*" as to its obligations arising under or in connection with any such guarantee given in accordance with the Indenture and the Notes.

By virtue of this limitation, each French Guarantor's obligations under the Guarantees could be significantly less than amounts payable with respect to the Notes or a French Guarantor may have effectively no obligation under the Guarantee should the balance of the portion of the proceeds of the Notes made available directly or indirectly to such French Guarantor be equal to or reduced to zero.

In addition, if a French Guarantor receives, in return for issuing the guarantee, an economic return that is less than the economic benefit such French Guarantor would obtain in a transaction entered into on an arms' length basis, the difference between the actual economic benefit and that in a comparable arms' length transaction could be taxable under certain circumstances.

The Guarantee is subordinated to the guarantee granted by the French Guarantors under the Super Senior Credit Facilities. The rights of the holders of the Notes under the Guarantee are therefore subject to the Intercreditor Agreement (see "Description of Other Indebtedness—Intercreditor Agreement.").

The Guarantee is also contractually adjusted so that such guarantee (together with the guarantee granted under the Super Senior Credit Facilities) does not result in interest payments not being deductible for corporate income tax purposes when compared to the position that would have been applicable in the absence of such guarantee and indemnity obligations. By virtue of this limitation, a French Guarantor's obligations under the Guarantee may be less than the amount that a noteholder could have claimed in the absence of such limitation.

Recognition of Intercreditor Arrangements by French Courts

Article L. 626-30 of the French Commercial Code recognizes the validity and the enforceability of the obligations of subordination agreements (*accords de subordination)* concluded before the commencement of the proceedings. Once an affected party has been informed of the class to which it belongs, it must inform the court-appointed administrator of any subordination agreement concluded before the

commencement of the proceedings within 10 days after this date, failing which this subordination agreement will not be enforceable. When dividing the affected parts into different classes, the court-appointed administrator must abide by the subordination agreements concluded before the commencement of the proceedings. Assuming the Intercreditor Agreement is qualified as a subordination agreement, the provision mentioned above would apply to it.

Fraudulent Conveyance

French law contains specific provisions dealing with fraudulent conveyance both in and outside of insolvency proceedings, called action paulienne provisions. The action paulienne offers creditors protection against a decrease in their means of recovery. A legal act performed by a debtor (including, without limitation, an agreement pursuant to which such person guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of such person's or a third party's obligations, enters into additional agreements benefiting from existing security and any other legal act having similar effect) can be challenged in or outside insolvency proceedings of the relevant person by, as the case may be, the creditors' representative or the trustee in charge of overseeing the implementation of the restructuring plan (*commissaire à l'exécution du plan*) of the relevant debtor, or any creditor who was prejudiced in its means of recovery as a consequence of the act in or outside insolvency proceedings, and may be declared unenforceable against third parties if: (i) the person performed such acts without an obligation to do so; (ii) the creditor concerned or, in the case of the debtor's insolvency proceedings, any creditor, was prejudiced in its means of recovery as a consequence of the act; and (iii) at the time the act was performed both the person and the counterparty to the transaction knew or should have known that one or more of such person's creditors (existing or future) would be prejudiced in their means of recovery, unless the act was entered into for no consideration (*à titre gratuit*), in which case such knowledge of the counterparty is not necessary for a successful challenge on grounds of fraudulent conveyance. If a court found that the issuance of the Notes or the granting of a guarantee involved a fraudulent conveyance that did not qualify for any defense under applicable law, then the issuance of the Notes or the granting of such guarantee could be declared unenforceable against third parties or declared unenforceable against the creditor that lodged the claim in relation to the relevant act. As a result of such successful challenges, the noteholders may not enjoy the benefit of the Notes, the guarantees and the value of any consideration that the noteholders received with respect to the Notes and the guarantees could also be subject to recovery from the noteholders and, possibly, from subsequent transferees. In addition, under such circumstances, the noteholders might be held liable for any damages incurred by our or the Guarantors' prejudiced creditors as a result of the fraudulent conveyance.

Italy

Insolvency

In the event of insolvency or financial distress of an entity having its COMI in Italy, insolvency, reorganization and debt restructuring proceedings will be initiated in Italy.

The insolvency laws of Italy may not be as favorable to your interests as creditors as the laws applicable in other jurisdictions with which you may be familiar. In general, Italian creditors' rights and insolvency laws are generally considered to be more favorable to debtors and to the trustee in bankruptcy than the regimes of certain other jurisdictions. In Italy, the courts play a central role in the insolvency process. Moreover, the enforcement of security interests by creditors in Italy can be time consuming.

The following is a brief description of certain aspects of insolvency law in Italy. Certain provisions of Italian law have been amended or have entered into force only recently and, therefore, may be subject to further implementation and/or interpretations and have not been tested to date in the Italian courts. In this respect, a reform has been approved by the Italian Government on 23 June 2015 through a law decree containing urgent reforms applicable, inter alia, to Italian bankruptcy law (the "Decree"). The Decree entered into force on 27 June 2015 (the date of its publication in the Gazzetta Ufficiale) and has been converted into law by the Law No. 132/2015 ("Law 132"). Law 132 entered into force on 21 August 2015 (the date after its publication in the Gazzetta Ufficiale).

The two primary aims of Royal Decree No. 267 of March 16, 1942 (the main Italian bankruptcy legislation), as reformed and currently in force (the "Italian Bankruptcy Law"), are to liquidate the debtor's assets and protect the goodwill of the going concern (if any) for the satisfaction of creditors' claims as well as, in case of the "Prodi-bis" procedure or "Marzano" procedure, to maintain employment. These competing aims have often been balanced by selling businesses as going concerns and ensuring that employees are

transferred along with the businesses being sold. However, the Italian Bankruptcy Law has been recently amended over time with a view to promoting rescue procedures rather than liquidation, and a focus on the continuity and survival of financially distressed businesses and enhancing pre bankruptcy restructuring options.

More in particular, by the Law 155/2017, that came into force on November 14, 2017, the Italian Parliament delegated the Government to adopt, within the next twelve months, a comprehensive and organic reform of the insolvency proceedings and the rules applying to businesses in financial difficulty, on the basis of several guidelines. The purpose of the reform was mostly (i) to provide a set of rules for an organic reform of the insolvency laws, (ii) to allow early awareness of the financial distress of a business and (iii) to safeguard the business' entrepreneurial potential during a crisis. Law 155/2017 proposed also to have the current insolvency procedures and schemes for businesses and other debtors supplemented by a new out-of-court mediation procedure to assist the debtor in its dealings with creditors and aimed at promptly identifying and solving the financial difficulties before it becomes irreversible, thus making the commencement of insolvency or restructuring proceedings the last resort (the so called "Alert Procedure"). The Italian Government had to follow the guidelines set by the Recommendation No. 2014/135 of the European Commission and the principles of the UNCITRAL Model Law.

On January 12, 2019, the Italian government enacted a new bankruptcy code implementing the guidelines contained in Law 155/2017 (so-called "*Code of Business Crisis and Insolvency*," the "*BCIC*" or "*Insolvency Code*"). The main innovations of the Insolvency Code include *inter alia*: (i) the deletion of the term "bankrupt" (*fallito*) and the replacement of bankruptcy proceedings (*fallimento*), due to their negative connotation, with judicial liquidation (*liquidazione giudiziale*); (ii) the introduction of a definition of "state of crisis" (*stato di crisi*) in addition to "insolvency" (*insolvenza*); (iii) the adoption of a unified procedural framework to access the different types of judicial insolvency proceedings provided for by the Insolvency Code; (iv) a new set of rules concerning group restructurings; (v) more stringent requirements for the pre-bankruptcy composition with creditors (*concordato preventivo*); (vi) a new preventive alert and mediation phase to avoid insolvency; (vii) jurisdiction of specialized courts over proceedings involving large debtors and (viii) amendments to certain provisions of the Italian Civil Code concerning in particular the responsibility of the managing and control bodies of the companies for the early awareness of the crisis and adoption of the appropriate corporate actions. All types of debtors, with the exception of the State and public entities, would be subject to the procedures set out in the Insolvency Code. Indeed, the Insolvency Code would apply both to individuals (consumers, professionals and entrepreneurs) and to legal entities (including non-profit companies, organizations and groups of companies).

On February 14, 2019, the Insolvency Code was published in the official journal. With the exceptions mentioned below, the entry into force of the Insolvency Code was first set to August 15, 2020 but itwas subsequently postponed to September 1, 2021 pursuant to the Law Decree No. 23 of April 8, 2020, and then postponed again to May 16, 2022 pursuant to Law Decree No. 118 of August 24, 2021, also due to the crisis caused by the COVID-19 outbreak and due to the difficulties encountered in implementing the EU Restructuring Directive in Italy (wich shall be implemented in Italy within July 17, 2022). Until May 16, 2022, insolvency proceedings will continue to be governed by the Italian Bankruptcy Law as amended.

Please note that (i) certain provisions of the Insolvency Code have already come into force (*i.e.*, the amendments to the Italian Civil Code and to some provisions of the Italian Bankruptcy Law), (ii) the negotiated settlement of the crisis and the simplified composition with creditors proceedings with liquidation purposes provided under Law Decree No. 118 of August 24, 2021 will enter into force on November 15, 2021 (as better described below), (iii) the new preventive alert mechanism provided by the Insolvency Code should come into force on December 31, 2023. The Insolvency Code is still under review by a commission of experts appointed by the Italian Ministry of Justice and it is expected that a number of provisions of the code might be amended before its entry into force.

Generally speaking, under the Italian Bankruptcy Law, bankruptcy must be declared by a court, based on the insolvency (*insolvenza*) of a company—defined as the inability to pay debts as they become due—upon a petition filed by the company itself, the public prosecutor and/or one or more creditors. Insolvency occurs when a debtor is no longer able to regularly meet its obligations as they become due. This must be a permanent, and not a temporary, status of insolvency in order for a court to hold that a company is insolvent.

In cases where a company is in distress, it may be possible for it to enter into out of court arrangements with its creditors, which may safeguard the existence of the company, but which are susceptible to being reviewed by a court in the event of a subsequent insolvency, and possibly challenged as voidable transactions.

In addition, the following forms of debt restructuring and bankruptcy are available under Italian law for companies in a state of crisis and for insolvent companies.

The Negotiated Settlement of the Crisis (composizione negoziata della crisi) and the simplified composition with creditors with liquidation purposes (concordato semplificato per la liquidazione del patrimonio)

Article 2 of Law Decree No. 118 of August 24, 2021, introduced in the Italian legal system the negotiated settlement of the crisis (*composizione negoziata della crisi*), which is an out of court and voluntary restructuring tool available starting from November 15, 2021.

The relevant control bodies of the company shall signal the state of insolvency or crisis to the board of directors (or the relevant managing corporate body) and the corporate bodies have to take immediate actions, including the possibility to apply for the negotiated settlement of the crisis (*composizione negoziata della crisi*). Commercial or agricultural entrepreneurs can apply for this procedure through the online filing of an application with the competent Chamber of Commerce asking for the appointment of an independent expert chosen by a committee established at the Chamber of Commerce. The independent expert shall verify the feasibility of the restructuring of the company and facilitate the negotiations among the entrepreneur, his creditors and other interested parties, if any, in order to identify a solution (also through the transfer of all or part of its business) for overcoming the company's state of financial or economic distress, which may cause its crisis or insolvency. At the end of the proceedings, which may last for a maximum of 180 days from the expert's appointment, the expert drafts a final report.

If the parties involved identify a common solution, they may either execute (i) an agreement which, according to the expert, shall ensure the business continuity of the company for a period of not less than two years, or (ii) a stand-still agreement pursuant to Article 182-*octies* of the Italian Bankruptcy Law (see below), or (iii) an agreement with the same effects provided for Out-of-court Reorganization Plans (*piani di risanamento*) pursuant to Article 67, Paragraph 3(d) of the Italian Bankruptcy Law even without the certification by the relevant expert (see below) or (iv) a debt restructuring agreement pursuant to Article 182-bis, 182-septies and 182-novies of the Italian Bankruptcy Law (see below).

As an alternative, if the negotiations fail and/or if the expert, in the final report, assesses that the restructuring of the company is not a feasible option, the company may either (i) execute an Out-of-court Reorganization Plan (*piano di risanamento*) Pursuant to Article 67, Paragraph 3(d) of the Italian Bankruptcy Law (see below) or (ii) file a simplified composition proposal with creditors with liquidation purposes (*concordato semplificato per la liquidazione del patrimonio*) and a liquidation plan or (iii) access one of the other procedures provided under the Italian Bankruptcy Law or under the Prodi-bis Decree or Marzano Law for large insolvent companies (see below).

The petition for the simplified composition proposal with creditors with liquidation purposes (*concordato semplificato per la liquidazione del patrimonio*)—which is a newly introduced insolvency instrument—shall be filed before the Court of the place where the company has its registered office. The procedure is faster and more streamlined than the one provided in the case of an ordinary composition with creditors procedure (see below). The petition is published in the Companies Register and produces certain immediate effects, such as the automatic-stay of enforcement and interim legal actions by creditors against the debtor's assets.

The Court validates (*omologa*) the simplified composition plan after having verified the regularity of the proceedings, the compliance with the order of priorities of the claims and the feasibility of the liquidation plan and that the proposal does not prejudice the creditors with respect to the bankruptcy liquidation (*fallimento*) and in any case that it ensures a benefit to each creditor.

The acts, payments and guarantees executed by the company, which applied for the negotiated settlement of the crisis, after acceptance of the appointment by the expert are not subject to claw back actions, except for (i) acts that are not in line with the restructuring purposes of the procedure and the status of the negotiations or (ii) acts of extraordinary administration, and payments for which the expert has expressed his dissent or that the court has not authorized where necessary.

Eventually, please note that Law Decree No. 118 of August 24, 2021 provides also for tax incentives and protective measures (which are granted by the competent Court) in favor of the company during the negotiated settlement of the crisis procedure (*e.g.*, automatic-stay).

Article 13 of Law Decree No. 118 of August 24, 2021 enables the companies which are parties to the same group (pursuant to Articles 2497 and 2545-septies of the Italian Civil Code) to jointly apply for the Negotiated Settlement of the Crisis (*composizione negoziata della crisi*).

Out-of-court Reorganization Plans (piani di risanamento) Pursuant to Article 67, Paragraph 3(d) of the Italian Bankruptcy Law

Out-of-court debt restructuring agreements are based on restructuring plans (*piani di risanamento attestati*) prepared by companies in order to restructure their indebtedness and to ensure the recovery of their financial condition. An independent expert appointed by the debtor and enrolled in the Register of Auditors and Accounting Experts (*Registro dei Revisori Contabili*) has to verify the feasibility of the restructuring plan and the truthfulness of the business data provided by the company.

The terms and conditions of these plans are freely negotiable. Unlike in-court pre-bankruptcy agreement proceedings and debt restructuring agreements, out-of-court reorganization plans pursuant to Article 67, Paragraph 3(d) of the Italian Bankruptcy Law do not offer the debtor any protection against enforcement proceedings and/or precautionary actions of third-party creditors. The Italian Bankruptcy Law provides that, should these plans fail and the debtor be declared bankrupt, the payments and/or acts carried out for the implementation of the reorganization plan, subject to certain conditions (i) are not subject to clawback action and (ii) are exempted from certain potentially applicable criminal sanctions. Neither ratification by the court nor publication in the companies' register are needed (although publication in the companies' register is possible upon a debtor's request and would allow for certain tax benefits) and, therefore, the risk of bad publicity or disvalue judgments are lower than in case of an in-court pre-bankruptcy agreement or a debt restructuring agreement.

In order to grant protection against claw-back actions and possible civil and criminal liabilities, out of court reorganization plans pursuant to Article 67, Paragraph 3, lett. d) of the Italian Bankruptcy Law shall appear suitable for the purpose of assuring the restructuring of the indebtedness of the debtor and the rebalancing of its financial position and, in case of failure of the plan and subsequent challenge before an Italian court, the plan and its assumptions shall not be deemed unreasonable when drafted. The plan shall be supported by adequate documentation representing the financial and economic situation of the company.

Debt Restructuring Agreements with Creditors (accordi di ristrutturazione dei debiti) Pursuant to Article 182-bis of the Italian Bankruptcy Law

Out-of-court agreements for the restructuring of indebtedness entered into with creditors representing at least 60% of the outstanding company's debts can be ratified by the court. Law Decree No. 118 of August 24, 2021, however, introduced the new Article 182-novies of the Italian Bankruptcy Law (*accordi di ristrutturazione agevolati*) providing for a lower threshold (30% of the total outstanding company's debts) under certain conditions, including the debtor waiving the automatic 120-day moratoria *vis-à-vis* creditors provided by Article 182-bis of the Italian Bankruptcy Law (see below).

An independent expert appointed by the debtor and enrolled in the Register of Auditors and Accounting Experts (*Registro dei Revisori Contabili*) must assess the truthfulness of the business data provided by the company and declare that the agreement is feasible and, particularly, that it ensures that the debts of the non-participating creditors can be fully satisfied within the following time frames: (i) 120 days from the date of ratification of the agreement by the court, in the case of debts which are due and payable to the non-participating creditors as at the date of the sanctioning (*omologazione*) of the debt restructuring agreement by the court; and (ii) 120 days from the date on which the relevant debts fall due, in case of claims which are not yet due and payable to the non-participating creditors as of the date of the sanctioning (*omologazione*) of the debt restructuring agreement by the court. Only a debtor who is insolvent or in a state of crisis (i.e., facing distress which does not yet amount to insolvency) can initiate this process and request the court's sanctioning (*omologazione*) of the debt restructuring agreement entered into with its creditors.

The agreement is published in the companies' register and is effective as of the day of its publication in respect of third parties. Starting from the date of such publication and for 60 days thereafter, creditors cannot start or continue any interim relief or enforcement actions over the assets of the debtor and cannot obtain any security interest (unless agreed) in relation to pre-existing debts. Such moratorium can be requested, pursuant to Article 182-bis, Paragraph 6 of the Italian Bankruptcy Law, by the debtor from the court pending negotiations with creditors (prior to the abovementioned publication of the agreement),

subject to the fulfilment of certain conditions. Such moratorium request must be published in the companies' register and becomes effective as of the date of publication. The court, having verified the completeness of the documentation, sets the date for a hearing within 30 days of the publication and orders the company to supply the relevant documentation in relation to the moratorium to the creditors. In such hearing, the court assesses whether the conditions for granting the moratorium are in place and, if they are, orders that no interim relief or enforcement action may be started or continued, nor can security interests (unless agreed) be acquired over the assets of the debtor, and sets a deadline (not exceeding 60 days) within which the restructuring agreement has to be filed. The court's order may be challenged within 15 days of its publication. Within the same deadline of 60 days, an application for the *concordato preventivo* (as discussed below) may be filed, without prejudice to the effect of the moratorium.

Law Decree No. 125 of October 7, 2020 and Law Decree No. 118 of August 24, 2021, have amended Article 182-bis of the Italian Bankruptcy Law to allow the cram-down of the Italian tax and/or social security authorities when (i) their consent is decisive for the purposes of reaching the percentage of 60% of the outstanding debts of the company debts; (ii) also on the basis of the findings of the report by the independent expert, the proposed agreement is more advantageous for the tax/social security authorities than the alternative liquidation scenario and (iii) such authorities have not express their consent within 90 days.

The Italian Bankruptcy Law does not expressly provide for any indications concerning the contents of the debt restructuring agreement. The restructuring plan can therefore provide, inter alia, either for the prosecution of the business by the debtor or by a third party, or the sale of the business to a third party and may contain, refinancing agreements, moratoria, write-offs and/or postponements of claims. The debt restructuring agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

Creditors and other interested parties may oppose the agreement within 30 days from the publication of the agreement in the companies' register. The court will, after having settled the oppositions (if any), validate the agreement by issuing a decree, which may be appealed within 15 days of its publication.

Pursuant to the new Article 182-quinquies of the Italian Bankruptcy Law, the court, pending the sanctioning (*omologazione*) of the agreement pursuant to Article 182-bis, paragraph 1, or after the filing of the instance pursuant to Article 182-bis, paragraph 6, or a petition for a *concordato preventivo*, also pursuant to Article 161, paragraph 6, may authorize the debtor (i) to incur in new indebtedness pre-deductible pursuant to Article 111 of the Italian Bankruptcy Law, provided that the expert appointed by the debtor, having verified the overall financial needs of the company until the sanctioning (*omologazione*), declares the aim of the new financial indebtedness results in a better satisfaction of the creditors and (ii) to pay debts deriving from the supply of services or goods, already payable and due, provided that the expert declares that such payment is essential for the keeping of company's activities and to ensure the best satisfaction for all creditors.

Furthermore, Law 132 introduced a new paragraph to Article 182-quinquies whereby is provided that debtors can apply—without the need of an expert's certification—to the court to seek urgent court authorization to enter into "interim financing" agreements pre-deductible pursuant to Article 111 of the Italian Bankruptcy Law and also to continue to use existing "*linee di credito autoliquidanti*" (trade receivables credit lines). To that end, the new financings and credit lines must be functional to meet urgent needs of the business' activities and the debtor's application must state what use will be made of the new financings. In addition, the debtor must state that is otherwise unable to obtain alternative financing and that, without these new financings, the business would suffer an imminent and irremediable prejudice. Further to the debtor's application, the court must decide within the following ten days, after having heard (if considered necessary) the opinion of the main creditors.

The Debt Restructuring Agreement under Article 182-septies of the Italian Bankruptcy Law

Law 132 has introduced a specific type of debt restructuring agreement for businesses whose debts are predominantly (at least 50% of the total amount) owed to banks and financial intermediaries. Other creditors' (not banks or financial intermediaries) rights remain unaffected and debts to such creditors must be paid in full, unless the debt restructuring agreement has been approved by at least 75% of the value of the class. In such case, the effects of a debt restructuring agreement can be extended to dissenting financial creditors if, inter alia, under the terms of the agreement they are paid no less than they would receive according to "feasible alternatives" and the debtor's indebtedness is mainly towards banks and other financial creditors.

Essentially, the specific regime set forth under Law 132 allowed to overcome the need for unanimity requested by credit institutions in negotiations of financial manoeuvres, as to bind to the provisions of the debt restructuring agreement even the financial creditors who, although entitled to participate in negotiations, have chosen not to take part in the agreement. The purpose of the provision is to prevent banks with modest credits from effectively having a veto power in the context of restructuring operations involving more exposed bank creditors, resulting in the failure of the overall restructuring and the opening of a procedure. However, financial creditors who did not participate in the agreement may oppose to it (within 30 days of receipt of the application).

The above instrument has now been replaced.

Law Decree No. 118 of August 24, 2021 completely amended Article 182-septies by extending the abovementioned tool also to non-financial creditors. Starting from August 25, 2021 companies can access to restructuring agreements with extended effects (*accordi di ristrutturazione ad efficacia estesa*), whereby, under certain conditions (including the fact that the agreement shall provide for the direct or indirect continuation of the business), the effects of the agreement can be extended also to dissenting creditors, as long as the creditors of the same category that approved the agreement represent at least 75% of the claims.

If the debts are predominantly (at least 50% of the total amount) owed to banks and financial intermediaries, the abovementioned debt restructuring agreement with extended effects can be used even if the agreement does not provide for the direct or indirect continuation of the business.

Court-supervised Pre-bankruptcy Composition with Creditors (concordato preventivo)

A company which is insolvent or in a situation of crisis, but has not been declared insolvent by the court, has the option to make a composition proposal to its creditors, under court supervision, in order to compose its overall indebtedness and/or reorganize its business, thereby avoiding a declaration of insolvency and the initiation of bankruptcy proceedings. The company can file a petition for a *concordato preventivo* (together with, inter alia, a restructuring plan containing an analytical description of manner and timing of the fulfillment of the proposal and an independent expert report assessing the feasibility of the composition proposal and the truthfulness of the business and accounting data provided by the company) with the court based in the location of the main office of the Company. Plans based on business continuity further require the expert to certify that business continuity would be beneficial for the creditors.

As amended by Law 132, a *concordato preventivo* proposal must now provide for the repayment of at least 20% of unsecured credits, although such limit does not apply if the *concordato* proposal relates to a "*concordato* with business continuity" (*concordato con continuità aziendale*) and, therefore, is applicable only when the *concordato* is of liquidatory nature. Law 132 extends the timing requested for the homologation of *concordato preventivo* procedures, which shall occur within 9 months from the filing of the request by the company, however this deadline is not mandatory.

The petition for *concordato preventivo* is then published by the debtor in the companies' register and communicated to the public prosecutor. From the date of such publication to the date on which the court sanctions the *concordato preventivo*, all enforcement, precautionary measures and interim relief actions by the creditors (whose debt became due before the sanctioning of the *concordato preventivo* by the court) are stayed. During this timeframe, all enforcement, precautionary actions and interim measures sought by the creditors, whose title arose beforehand, are stayed. Pre-existing creditors cannot obtain security interests (unless authorized by the court) and mortgages registered within the 90 days preceding the date on which the petition for the *concordato preventivo* is published in the companies' register are ineffective against such pre-existing creditors.

The composition proposal filed in connection with the petition may provide for: (i) the restructuring of debts and the satisfaction of creditors' claims (including through extraordinary transactions, such as the granting to creditors and to their subsidiaries or affiliated companies of shares, bonds (including bonds convertible into shares), or other financial instruments and debt securities); (ii) the transfer to a receiver (*assuntore*) of the operations of the debtor company making the composition proposal; (iii) the division of creditors into classes, provided that each class is composed of creditors having homogeneous legal positions and economic interests; and (iv) different treatment of creditors belonging to different classes. The composition proposal may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

The filing of the petition for the *concordato preventivo* may be preceded by the filing of a preliminary petition for a *concordato preventivo* (so called *concordato in bianco*, pursuant to Article 161, paragraph 6, of the Italian Bankruptcy Law). The debtor company may file such petition along with (i) its financial statements from the latest three financial years and, pursuant to the recent Italian Law Decree No. 69/2013 as converted into law No. 98/2013 ("Law Decree 69/2013") and (ii) the list of creditors with the reference to the amount of their respective receivables, reserving the right to submit the underlying plan, the proposal and all relevant documentation within a period assigned by the court between 60 and 120 days from the date of the filing of the preliminary petition, subject to only one possible further extension of up to 60 days, where there are reasonable grounds for such extension. In advance of such deadline, the debtor may also file a petition for the approval of a debt restructuring agreement (pursuant to Article 182-*bis* of the Italian Bankruptcy Law). Pursuant to Law Decree 69/2013, when accepting such preliminary petition, the court:

(i) may appoint a judicial commissioner (*commissario giudiziale*) to overview the company; in the event that the debtor has carried out one of the activities under Article 173 of the Italian Bankruptcy Law (e.g., concealment of part of assets, omission to report one or more claims, declaration of non-existent liabilities or commission of other fraudulent acts), the commissioner shall report it to the court, which, upon further verification, may reject the petition at court for a *concordato preventivo;* and

(ii) sets forth reporting and information duties by the company during the above-mentioned period.

The debtor company may not file such pre application where it had already done so in the previous two years without the admission to the *concordato preventivo* having followed. The decree setting the term for the presentation of the documentation contains also the periodical information requirements (relating also to the financial management of the company and to the activities carried out for the purposes of the filing of the application and the restructuring plan) that the company has to fulfill, at least on a monthly basis, until the lapse of the term established by the court. The debtor company shall file, on a monthly basis, the company's financial position, which is published, the following day, in the companies' register. Non-compliance with these requirements results in the application for the composition with creditors being declared inadmissible and, upon request of the creditors or the public prosecutor and provided that the relevant requirements are verified, in the adjudication of the distressed company into bankruptcy. If the activities carried out by the debtor company appear to be clearly inappropriate to the preparation of the application and the restructuring plan, the court may, ex officio, after hearing the debtor and—if appointed—the judicial commissioner, reduce the time for the filing of additional documents.

Following the filing of the preliminary petition and until the decree of admission to the composition with creditors, the distressed company may (i) carry out acts pertaining to its ordinary activity and (ii) seek the court's authorization to carry out acts pertaining to its extraordinary activity, to the extent they are urgent. Claims arising from acts lawfully carried out by the distressed company are treated as super senior (so-called *prededucibili*) pursuant to Article 111 of the Italian Bankruptcy Law and the related acts, payments and security interests granted are exempted from the clawback action provided under Article 67 of the Italian Bankruptcy Law. Law No. 9/2014 specified that the super-seniority of the claims—which arise out of loans granted with a view to allowing the filing of the preliminary petition for the composition with creditors (*domanda di pre-concordato*)—is granted, pursuant to Article 111 of the Italian Bankruptcy Law, conditional upon (i) the proposal, the plan and all other required documents being filed within the term set by the court and (ii) the company being admitted to the *concordato preventivo* within the same proceeding introduced with the filing of the preliminary petition.

The composition proposal may provide that (i) the debtor's company's business continues to be run by the debtor's company as a going concern or (ii) the business is transferred to one or more companies and any assets which are no longer necessary to run the business are liquidated (*concordato con continuità aziendale*). In these cases, the petition for the *concordato preventivo* should fully describe the costs and revenues which are expected as a consequence of the continuation of the business as a going concern, as well as the financial resources and support which will be necessary. The report of the independent expert shall also certify that the continuation of the business is conducive to the satisfaction of creditors' claims to a greater extent than if such composition proposal was not implemented.

Furthermore, the going concern-based arrangements with creditors can provide for, inter alia, the winding-up of those assets which are not functional to the business allowed. The composition agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

If the court determines that the composition proposal is admissible, it appoints a judge (*giudice delegato*) to supervise the procedure, appoints one or more judicial officers (*commissari giudiziali*) and calls a creditors' meeting. During the implementation of the proposal, the company generally continues to be managed by its board of directors, but is supervised by the appointed judicial officers and judge (who shall authorize all transactions that exceed the ordinary course of business).

The proposed *concordato preventivo* is submitted to the vote of the creditors during a court hearing (*adunanza dei creditori*) and can be approved with the favorable vote of: (a) the creditors representing the majority of the receivables admitted to vote and, in the event that the plan provides for more classes of creditors also, (b) the majority of the classes. Creditors who have not voted will be deemed to approve the *concordato preventivo* proposal if they fail to notify their objection via telegraph, fax, mail or email to such proposal within 20 days from the closure of the minutes of that creditors' meeting. Secured creditors are not entitled to vote on the proposal of *concordato preventivo* unless and to the extent they waive their security, or the *concordato preventivo* provides that they will not receive full satisfaction of the fair market value of their secured assets (such value being assessed by an independent expert), in which case they can vote only in respect of the part of their debt affected by the proposal. The court may also approve the *concordato preventivo* (notwithstanding the circumstance that one or more classes objected to it) if (i) the majority of classes has approved it and (ii) the court deems that the interests of the dissenting creditors would be adequately safeguarded through it compared to other solutions. If an opposition is filed by 20% of the creditors admitted to vote or, in case there are different classes of creditors, by a creditor belonging to a dissenting class, the court may nonetheless approve the *concordato preventivo* if it deems that the relevant creditor's claim is likely to be satisfied no less than would otherwise be the case.

In the context of a *concordato preventivo* Law 132 introduces new provisions with the aim of having a more effective restructuring even through the direct involvement of creditors. This amendment includes an offer to transfer the business or any going concern or specific assets the court shall open a competitive bidding process by decree establishing the terms of participation for the bidders to present competing bids (*offerte concorrenti*). Moreover, creditors representing at least 10% of the debt may present alternative creditors' composition proposals to the one proposed by the debtor (*proposte concorrenti*), if the debtor's proposal does not provide for payment of at least 40% (or 30% in relation to composition with creditors with continuity of the going concern under Article 186-bis of the Italian Bankruptcy Law) of the unsecured receivables and such payment threshold is certified by the report issued by an independent expert in relation to the debtor's proposal. Under a new provision introduced by Law Decree No. 125 of October 7, 2020 and Law Decree No. 118 of August 24, 2021, the court may validate (*omologare*) the *concordato preventivo* even in the absence of approval by the Italian tax authorities or social security authorities when (i) such approval is decisive for the purposes of reaching the majorities (as described above) of the outstanding debts of the company debts; and (ii) also on the basis of the findings of the report by the independent expert, the proposal is more advantageous than the alternative liquidation scenario for the tax/social security authorities.

In the context of a *concordato preventivo* Law 132 introduces new provisions with the aim of having a more effective restructuring even through the direct involvement of creditors. This amendment includes an offer to transfer the business or any going concern or specific assets the court shall open a competitive bidding process by decree establishing the terms of participation for the bidders to present competing bids (*offerte concorrenti*). Moreover, creditors representing at least 10% of the debt may present alternative creditors' composition proposals to the one proposed by the debtor (*proposte concorrenti*), if the debtor's proposal does not provide for payment of at least 40% (or 30% in relation to composition with creditors with continuity of the going concern under Article 186-bis of the Italian Bankruptcy Law) of the unsecured receivables and such payment threshold is certified by the report issued by an independent expert in relation to the debtor's proposal.

After the approval by the creditors' meeting, the court (having settled possible objections raised by the dissenting creditors, if any) confirms the *concordato preventivo* proposal by issuing a confirmation order (*omologazione*).

If the creditors' meeting does not approve the *concordato preventivo*, the court may, upon request of the public prosecutor or a creditor, and having decided that the appropriate conditions apply, declare the company bankrupt.

Bankruptcy (fallimento)

A request to declare a debtor company bankrupt and to commence bankruptcy proceedings (*fallimento*) and the judicial liquidation of the debtor company's assets can be filed by the debtor company itself, any

of its creditors and, in certain cases, by the public prosecutor. The bankruptcy is declared by the competent bankruptcy court. The Italian Bankruptcy Law is applicable only to commercial enterprises (*imprenditori commerciali*) if any of the following thresholds are met (i.e., the company has had assets (*attivo patrimoniale*) in an aggregate amount exceeding €0.3 million for each of the three preceding fiscal years, gross revenues (*ricavi lordi*) in an aggregate amount exceeding €0.2 million for each of the three preceding fiscal years and has total indebtedness in excess of €0.5 million). On the commencement of bankruptcy proceedings:

- subject to certain exceptions, all actions of creditors are stayed and creditors must file claims within a defined period. In particular, under certain circumstances secured creditors may enforce against the secured property as soon as their claims are admitted as preferred claims. Secured claims are paid out of the proceeds of the secured assets, together with interest and expenses. Any outstanding balance will be considered unsecured and rank *pari passu* with all of the bankrupt's other unsecured debt. The secured creditor may sell the secured asset only after it has obtained authorization from the designated judge (*giudice delegato*). After hearing the bankruptcy receiver and the creditors' committee, the designated judge decides whether to authorize the sale, and sets forth the timing in its decision;
- the administration of the debtor company and the management of its assets pass from the debtor company to the bankruptcy receiver (*curatore fallimentare*) who manages and disposes of the assets under the direction of the delegated judge. The debtor may no longer validly act in-court as claimant or defendant in relation to the assets (Article 43 of the Italian Bankruptcy Law). The bankruptcy receiver is vested with such powers upon the authorization of the delegated judge. However, all pending proceedings in which the debtor is involved are automatically stayed from the date the adjudication is issued and need to be re-initiated by or against the bankruptcy receiver;
- any act of the debtor company done after a declaration of bankruptcy (including payments made) is ineffective against the creditors;
- continuation of business may be authorized by the court if an interruption would cause greater damage to the company, but only if the continuation of the company's business does not cause damage to creditors; and
- the execution of certain contracts and/or transactions pending as of the date of the bankruptcy declaration are suspended until the receiver decides whether to take them over. Although the general rule is that the bankruptcy receiver is allowed to either continue or terminate contracts where some or all of the obligations have not been performed by both parties, certain contracts are subject to specific rules expressly provided for by the Italian Bankruptcy Law.

The bankruptcy proceedings are carried out and supervised by a court-appointed bankruptcy receiver, a deputy judge (*giudice delegato*) and a creditors' committee. The bankruptcy receiver is not a representative of any one of the creditors, but is responsible for the liquidation of the assets of the debtor for the satisfaction of the creditors as a whole. The proceeds from the liquidation are distributed in accordance with statutory priority. The liquidation of a debtor can take a considerable amount of time, particularly in cases where the debtor's assets include real property. In this respect, Law 132 amended the relevant provision of the Italian Bankruptcy Law which sets forth the requisite applicable to the liquidation procedure, which means that, the timing for the liquidation of a debtor may be shortened. The Italian Bankruptcy Law provides for a priority of payment to certain preferential creditors, including employees, the Italian treasury, and judicial and social authorities. Such priority of payment is provided under mandatory provisions of Italian law (and, as a consequence, it is untested and it is unlikely that priority of payments such as those commonly provided in intercreditor contractual arrangements would be recognized by an Italian bankruptcy estate to the extent they are inconsistent with the priorities provided by applicable law). Unsecured creditors are satisfied after payment of preferential and secured creditors, out of available funds and assets (if any) as below indicated.

Bankruptcy Composition with Creditors (concordato fallimentare)

A bankruptcy proceeding can terminate prior to liquidation through a bankruptcy composition proposal with creditors. The proposal can be filed, by one or more creditors or third parties, from the declaration of bankruptcy. By contrast, the debtor or its subsidiaries are only permitted to file such proposal after one year following such declaration, but within two years following the decree giving effectiveness to the liabilities account (*stato passivo*). Secured creditors are not entitled to vote on the proposal of *concordato fallimentare*, unless and to the extent they waive their security or the *concordato fallimentare* provides

that they will not receive full satisfaction of the fair market value of their secured assets (such value being assessed by an independent expert), in which case they can vote only in respect of the part of their debt affected by the proposal.

The Italian Bankruptcy Law does not provide any guidance with respect to the content of a concordato fallimentare; thus, it may encompass any kind of transaction to effect the liquidation of the assets of the debtor (e.g., debt-equity swap, sale of assets, business assignments, etc.).

At certain conditions, the proposal may provide that secured claims are paid only in part. If the proposal is approved, the delegated judge orders the bankruptcy receiver to immediately notify the advocate of the approval in order to allow him to seek approval of the plan and furthermore to notify the debtor and any dissenting creditors. In the event that opposition is filed, the Bankruptcy Court, after having verified the regularity of the procedure and the outcome of the vote, approves the in bankruptcy composition proposal by means of a decree which is final and not subject to appeal.

The proposal may provide for the division of creditors into classes (thereby proposing different treatment among the classes), the restructuring of debts and the satisfaction of creditors' claims in any manner. The *concordato fallimentare* proposal must be approved by the creditors' committee and the creditors holding the majority (by value) of claims (and, if classes are formed, also by a majority (by value) of the claims in a majority of the classes). Final court ratification is also required.

Statutory Priorities

The statutory priority given to creditors under the Italian Bankruptcy Law may be different from that established in the United States, the United Kingdom and certain other EU jurisdictions. Under Italian law, the proceeds from the sale of the bankrupt's estate and distributed according to legal rules of priority. Neither the debtor nor the court can deviate from the rules of statutory priority by proposing their own priorities of claims or by subordinating one claim to another based on equitable subordination principles (as a consequence it must be noted that priority of payments such as those commonly provided in intercreditor contractual arrangements may not be enforceable against an Italian bankruptcy estate to the extent they are inconsistent with the priorities provided by law). The rules of statutory priority apply irrespective of whether the proceeds are derived from the sale of the entire bankrupt's estate or part thereof, or from a single asset.

Article 111 of the Italian Bankruptcy Law establishes that proceeds of liquidation shall be allocated according to the following order: (i) for payments of "pre-deductible" claims (i.e., claims originated in the insolvency proceeding, such as costs related to the procedure or so qualified by a specific provision of law); (ii) for payment of claims which are privileged, such as claims of secured creditors; and (iii) for the payment of unsecured creditors' claims. Under Italian law, the highest priority claims (after the costs of the proceedings are paid) are the claims of preferential creditors including, inter alia, a claim whose priority is legally acquired (i.e., repayment of rescue or interim financing, mentioned above), the claims of the Italian tax authorities and social security administrators, and claims for employee wages. The remaining priority claims are those of "privileged" creditors (*creditori privilegiati*; a priority in payment in most circumstances, but not exclusively, provided for by law), mortgagees (*creditori ipotecari*), pledgees (*creditori prignoratizi*) and unsecured creditors (*crediti chirografari*).

Avoidance Powers in Insolvency

Under Italian law, there are "clawback" or avoidance provisions that may lead to, inter alia, the revocation of payments made or security interests granted by the debtor prior to the declaration of bankruptcy. The key avoidance provisions include, but are not limited to, transactions made below market value, preferential transactions and transactions made with a view to defraud creditors. Clawback rules under Italian law are normally considered to be particularly favorable to the receiver in bankruptcy, compared to the rules applicable in other jurisdictions.

In bankruptcy proceedings, depending on the circumstances, the Italian Bankruptcy Law provides for a clawback period of up to either one year or six months in certain circumstances (please note that in the context of extraordinary administration procedures—see below—in relation to certain transactions the clawback period can be extended to five and three years, respectively) and a two-year ineffectiveness period for certain other transactions.

The Italian Bankruptcy Law distinguishes between acts or transactions which are ineffective by operation of law and acts or transactions which are voidable at the request of the bankruptcy receiver/court commissioner, as detailed below.

(a) Acts ineffective by operation of law

(i) Under Article 64 of the Italian Bankruptcy Law, all transactions entered into for no consideration are ineffective vis-à-vis creditors if entered into by the debtor in the two-year period prior to the insolvency declaration; and

(ii) under Article 65 of the Italian Bankruptcy Law, payments of debts falling due on the day of the declaration of insolvency or thereafter are deemed ineffective vis-à-vis creditors if made by the debtor in the two-year period prior to the insolvency declaration.

(b) Acts which could be declared ineffective at the request of the bankruptcy receiver/court commissioner

(i) The following acts and transactions, if done or made during the period specified below, may be clawed back (*revocati*) vis-à-vis the bankruptcy as provided for by article 67 of the above-referenced Royal Decree and be declared ineffective unless the other party proves that it had no actual or constructive knowledge of the debtor's insolvency:

a. the onerous transactions entered into in the year preceding the insolvency declaration, where the value of the debt or of the obligations undertaken by the debtor exceeds by 25% the value of the consideration received by and/or promised to the debtor;

b. payments of debts, due and payable, made by the debtor, which were not paid in cash or by other customary means of payment in the year preceding the insolvency declaration;

c. pledges and mortgages granted by the bankrupt entity in the year preceding the insolvency declaration in order to secure pre-existing debts which have not yet fallen due; and

d. pledges and mortgages, granted by the bankrupt entity in the six months preceding the insolvency declaration, in order to secure debts which had fallen due.

(ii) The following acts and transactions, if done or made during the period specified below, may be clawed back (revocati) and declared ineffective if the bankruptcy receiver proves that the other party knew that the bankrupt entity was insolvent at the time of the act or transaction:

a. the payments of debts that are immediately due and payable and any onerous transactions entered into or made in the six months preceding the insolvency declaration; and

b. the granting of security interests securing debts (even those of third parties) and made in the six months preceding the insolvency declaration.

(iii) The following transactions are exempt from clawback actions:

a. a payment for goods or services made in the ordinary course of business and in accordance with market practice;

b. a remittance on a bank account, provided that it does not reduce the bankrupt entity's debt towards the bank in a material and lasting manner;

c. a sale, including an agreement for sale registered pursuant to Article 2645-bis of the Italian Civil Code, currently in force, made for a fair value and concerning a residential property that is intended as the main residence of the purchaser or the purchaser's family (within three degrees of kinship) or a nonresidential property that is intended as the main seat of the enterprise of the purchaser, on the condition that, as at the date of the insolvency declaration, such activity is actually exercised or the investments for the start of such activity have been carried out;

d. transactions entered into, payments made and security interests granted with respect to the bankrupt entity's goods, provided that they concern the implementation of a *piano di risanamento attestato* (see "*—Out-Of-Court Reorganization Plans (Piani di risanamento) Pursuant to Article 67, Paragraph 3(d) of the Italian Bankruptcy Law" above*);

e. a transaction entered into, payment made or security interest granted to implement a *concordato preventivo* (see Court-Supervised Pre-bankruptcy Composition with Creditors (*concordato preventivo*)) or an accordo di ristrutturazione dei debiti under Article 182-bis of the Italian Bankruptcy Law (see Debt Restructuring Agreements with Creditors *(accordi di*

ristrutturazione dei debiti) Pursuant to Article 182-bis of the Italian Bankruptcy Law) and transactions entered into, payments made and security interests granted after the filing of the application for a *concordato preventivo* (see above);

f. remuneration payments to the bankrupt entity's employees and consultants; and

g. a payment of a debt that is immediately due, payable and made on the due date, with respect to services necessary for access to *concordato preventivo* procedures.

The limitation period for initiating claw-back action is three years from the declaration of bankruptcy or, if earlier, five years from the act or transaction to be clawed-back.

In addition, in certain cases, the bankruptcy receiver can request that certain transactions of the bankrupt entity be declared without effect vis-à-vis the acting creditors within the Italian Civil Code ordinary clawback period of five years (*revocatoria ordinaria*). Under Article 2901 of the Italian Civil Code, a creditor may demand that transactions through which the bankrupt entity disposed of its assets to the detriment of such creditor's rights be declared ineffective with respect to such creditor, provided that the bankrupt entity was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor's claim originated, that such transaction was fraudulently entered into by the debtor in order to cause detriment of such creditor's rights) and that, in the case of a transaction entered into for consideration with a third person, the third person was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor's claim originated, such third party participated in the fraudulent scheme).

Law 132 also introduced new article 2929-bis to Italian Civil Code, providing for a "simplified" clawback action for the creditor in respect of certain type of transactions put in place by the debtor with the aim to subtract (registered) assets from the attachment by its creditors.

In particular, the creditor can now start enforcement proceedings over the relevant assets without previously obtaining a Court decision clawing back/nullifying the relevant (fraudulent) transaction, to the extent that such transaction had been carried out for no consideration (e.g., gratuitous transfers, or creation of shield instruments such as trusts or the so called *fondo patrimoniale*—"family trust"). In the case of gratuitous transfers, the enforcement action can be carried out by the creditor also against the third-party purchaser.

Extraordinary Administration for Large Insolvent Companies (amministrazione straordinaria delle grandi imprese in stato di insolvenza)

An extraordinary administration procedure applies under Italian law for large industrial and commercial enterprises (the *Prodi-bis* procedure) regulated by Legislative Decree no. 270 of July 8, 1999 ("*Prodi-bis Decree*"). The relevant company must be insolvent, but demonstrating serious recovery prospects. To qualify for this procedure, the company must have employed at least 200 employees in the previous year. In addition, it must have debts equal to at least two-thirds of its assets as shown in its financial statements and two-thirds of its income from sales and services during its last financial year. Either of the creditors, the debtor, a court or the public prosecutor may make a petition to commence an extraordinary administration procedure. The same rules set forth for bankruptcy proceedings with respect to existing contracts and creditors' claims largely apply to extraordinary administration proceedings.

There are two main phases—a "judicial phase" and an "administrative phase."

Judicial Phase

In the judicial phase, the court determines whether the company meets the admission criteria and whether it is insolvent. It then issues a decision to that effect and appoints up to three judicial receivers (*commissiario giudiziale*) to investigate whether the company has serious prospects for recovery via a business sale or reorganization. The judicial receiver files a report with the court within 30 days, and within 10 days from such filing, the Italian Ministry of Economic Development (the "Ministry") shall file an opinion on the admission of the company to the extraordinary administration procedure. The court then decides (within 30 days from the filing of the report) whether to admit the company to the procedure or to place it into bankruptcy.

Administrative Phase

Assuming that the company is admitted to the extraordinary administration procedure, the administrative phase begins and an extraordinary commissioner (or up to three commissioners) is appointed by the

Ministry. The extraordinary commissioner(s) prepares a plan which can provide for either the sale of the business as a going concern within one year (unless extended by the Ministry) (the "Disposal Plan") or a reorganization leading to the company's economic and financial recovery within two years (unless extended by the Ministry) (the "Recovery Plan"). The plan may also include a proposal for a composition with creditors (*concordato*) to be filed by the extraordinary commissioner. The composition is subject to the approval of the creditors according to specific majority rules.The plan must be approved by the Ministry within 30 days from submission by the extraordinary commissioner.

The extraordinary commissioners may also request other companies of the same group to be admitted to the extraordinary administration (even if such companies do not have the requirements to qualify for this procedure).

The declaration of the state of insolvency produces certain immediate effects, such as the automatic stay of all legal actions by creditors against the debtor's assets and the freezing of the accrual of interest.

The effects of the admission to the *Prodi-bis* Procedure (Administrative Phase) are that the stay of actions continues and claw-back actions become possible. Debts incurred in the continuation of the business generally will have super-priority over any other secured and unsecured claim (*prededuzione*) pursuant to Article 111 of the Italian Bankruptcy Law.

The unsecured creditors are exclusively represented by one or two members of the surveillance committee, which has consulting duties. Creditors can file their proofs of claim and have a right to the distribution of proceeds. Creditors can also oppose the declaration of the state of insolvency as well as the admission to the second phase. Under Article 53 of *Prodi-bis* Decree, the rules established by the Italian Bankruptcy Law regarding the creditors' proofs of claim also apply to the *Prodi-bis* Procedure.

The *Prodi-bis* Procedure can at any time be converted into bankruptcy upon request by the extraordinary commissioner, or even ex officio, if the procedure cannot be positively continued. At the end of the procedure, upon request of the extraordinary commissioner or even ex officio, the bankruptcy court will declare the conversion of the procedure into bankruptcy when either the sale of the assets has been not performed within the term stipulated in the program, or the business has not recovered its ability to regularly perform its obligations.

Bankruptcy rules concerning criminal bankruptcy law and bankruptcy claw-back law applies to the Prodi-bis Procedure. The claw-back "avoidance period" is extended up to three to five years for Intra-Group transactions.

The procedure ends upon successful completion of either a Disposal Plan or a Recovery Plan, failing which, as mentioned, the company is declared bankrupt.

Industrial Restructuring of Large Insolvent Companies (ristrutturazione industriale di grandi imprese in stato di insolvenza) pursuant to Marzano Law

Introduced in 2003, the industrial restructuring of large insolvent companies is also known as the "Marzano" procedure. It is complementary to the *Prodi-bis* procedure and, except as otherwise provided, the same provisions apply. The Marzano procedure is intended to be faster than the *Prodi-bis* procedure. For example, although a company must be insolvent, the application to the Ministry can be made before the commencement of the first phase of the procedure (the judicial phase).

The Marzano procedure only applies to large insolvent companies which, on a consolidated basis, have at least 500 employees in the year before the procedure is commenced and at least €300.0 million of debt. The decision whether to open a Marzano procedure is taken by the Ministry following the debtor's request (who must also file an application for the declaration of insolvency). The Ministry assesses whether the relevant requirements are met and then appoints the extraordinary commissioner(s) who will manage the company. The court also decides on the company's insolvency.

This procedure restructures the company's debts and sells those assets that are not strategic or do not form part of the company's core business.

The debtor must apply to the Ministry of Economic Development for immediate admission to the procedure, while at the same time filing a petition with the bankruptcy court in order to confirm its insolvency status. It is the Ministry, rather than the bankruptcy court, that has primary responsibility for supervising the procedure; the bankruptcy court is requested only to confirm the company's insolvency status and verify the lawfulness of the proceeding with respect to the verification of claims. If the debtor is

admitted to the procedure, other insolvent companies in the same corporate group may also participate, even if they do not satisfy the relevant requirements.

The extraordinary commissioner(s) has/have 180 days (or 270 days if the Ministry so agrees) to submit a Disposal Plan or Recovery Plan. The restructuring through the Disposal Plan or the Recovery Plan must be completed within, respectively, one year (extendable to two years) and two years. If no Disposal or Recovery Plan is approved by the Ministry, the court will declare the company bankrupt and open bankruptcy proceedings. The Recovery Plan can provide for the satisfaction of creditors' claims through a composition, which must specify any conditions of its implementation and describe any offered guarantees. In particular, the composition may provide for (i) classes of creditors; (ii) different treatment applicable for creditors belonging to different classes; and (iii) transfer of assets to a third party (*assuntore*), with possible allocation to creditors of the third party's shares, bonds or other financial instruments. Claw-back actions (*revocatoria fallimentare*) commenced by the extraordinary commissioner may also be transferred to the third party (*assuntore*).

The extraordinary commissioner may bring claw-back actions for the benefit of creditors during the implementation of a recovery plan. Bankruptcy rules concerning criminal bankruptcy law and bankruptcy claw-back law applies to Marzano procedure. The claw-back "avoidance period" is extended up to three to five years for intragroup transactions.

Compulsory Administrative Winding-Up (liquidazione coatta amministrativa)

A compulsory administrative winding-up (*liquidazione coatta amministrativa*) is only available for certain companies, including, inter alia, public interest entities such as state-controlled companies, insurance companies, credit institutions and other financial institutions, none of which can be made subject to bankruptcy proceedings. It is irrelevant whether these companies belong to the public or the private sector. A compulsory administrative winding-up is a special sort of insolvency proceeding in which the entity is liquidated not by the bankruptcy court, but by the relevant administrative authority that oversees the industry in which the entity is active. The procedure may be triggered not only by the insolvency of the relevant entity, but also on other grounds expressly provided for by the relevant legal provisions (e.g., in respect of Italian banks, serious irregularities concerning the management of the bank or serious violations of the applicable legal, administrative or statutory provisions). The effect of this procedure is that the entity loses control over its assets and a liquidator (*commissario liquidatore*) is appointed to wind up the company by the relevant governmental authority (e.g., Bank of Italy, Ministry of the Economic Development). The debtor, the directors of an insolvent company, or one or more creditor(s) may apply to the bankruptcy court. The bankruptcy court must seek the advice of the government agency responsible for supervising the debtor's business. The judge may initiate proceedings by declaring the debtor-insolvent. All legal actions by creditors against the debtor are then stayed, with the exception of those aiming to ascertain the amount of any claim. The liquidator's actions are monitored by a steering committee (*comitato di sorveglianza*). The powers assigned to the designated judge and the bankruptcy court under the other insolvency proceedings are assumed by the relevant administrative authority under this procedure. The effect on creditors of the forced administrative winding-up is largely the same as under bankruptcy proceedings and includes, for example, a ban on enforcement measures. The same rules set forth for bankruptcy proceedings with respect to existing contracts and creditors' claims largely apply to extraordinary administration proceedings.

If a composition does not appear feasible, arrangements are made for the disposal of the debtor's assets and the distribution of proceeds among the creditors in the same order of priority as in bankruptcy.

Certain Italian Law Considerations in Relation to Guarantees and Security Interests and Certain Other Additional Italian Legal Considerations

Corporate Benefit and Financial Assistance Issues under Italian Law

Under Italian law, the entry into of a transaction (including the granting of a guarantee) by a company must be permitted by the applicable laws and by its by-laws (*statuto sociale*) and is subject to compliance with the rules on corporate benefit and corporate authorization. If a guarantee is being provided in the context of an acquisition, group reorganization, refinancing or restructuring, financial assistance issues may also be triggered.

Corporate Benefit

An Italian company entering into a transaction (including granting a guarantee) must receive a real and adequate benefit in exchange for it. The concept of a real and adequate benefit is not specifically defined

in the applicable legislation and is determined by a factual analysis on a case-by-case basis. As a general rule, corporate benefit is to be assessed at the level of the relevant company on a stand-alone basis, although upon certain circumstances and subject to specific rules the interest of the group to which such company belongs may also be taken into consideration.

As a general rule, absence of a real and adequate corporate benefit could render the transaction (including granting a guarantee) *ultra vires* and potentially affected by conflict of interest and the related corporate resolutions adopted by the shareholders and directors may be the subject matter of challenges and annulment. Civil liabilities also may be imposed on the directors of the company if it is assessed that they did not act in the interest of it and that the acts they carried out do not fall within the corporate purpose of the company or were against mandatory provisions of Italian law. The lack of corporate benefit could also lead to civil liabilities on those companies or persons ultimately exercising control over the Italian grantor or having knowingly received an advantage or profit from such improper control. Moreover, the transaction (including the guarantee granted by an Italian company) could be declared null and void if the lack of corporate benefit was known or presumed to be known by the third party and such third party acted intentionally against the interest of the company.

The above principles on corporate benefit apply equally to upstream/cross-stream/downstream guarantees granted by Italian companies.

In relation to guarantees, while corporate benefit for a downstream guarantee (i.e., a guarantee granted to guarantee financial obligations of direct or indirect subsidiaries of the relevant grantor) can usually be easily proved, the validity and effectiveness of an upstream or cross-stream guarantee (i.e., a guarantee granted to guarantee financial obligations of the direct or indirect parent or sister companies of the relevant grantor) granted by an entity organized under the laws of Italy depend on the existence of a real and adequate benefit in exchange for the granted guarantee. The general rule is that the risk assumed by an Italian grantor of guarantee must not be disproportionate to the direct or indirect economic benefit to it. In particular, in case of upstream and cross-stream guarantees for the financial obligations of group companies, examples may include financial consideration in the form of access to cash flows through intercompany loans from other members of that group or other economic benefit accruing to the Italian grantor in the context of the overall transaction.

Financial Assistance

Save for specific exceptions, it is unlawful under Italian laws for a company to give financial assistance (whether by means of loans, security, guarantees or otherwise) to support the acquisition or subscription by a third party of its own shares or quotas or those of any entity that (directly or indirectly) controls the Italian company, and any loan, guarantee given or granted in breach of these provisions is null and void. Financial assistance to refinance indebtedness incurred by a company to purchase or subscribe for its own shares or quotas or those of its direct or indirect parent company might also be considered as falling within the scope of Italian financial assistance provisions.

Subject to the foregoing, the Guarantees by any Italian Guarantor are subject to certain restrictions or limitations, including, inter alia:

- the Guarantees will not secure any amounts the purpose of which is, directly or indirectly, the acquisition or the subscription in any shares in such Italian Guarantor and/or any of its direct and indirect holding companies in the context of the acquisition, in accordance with the provisions of article 2358 and/or article 2474, as the case may be, of the Italian Civil Code;
- the Guarantees will be in any case limited to, and will not exceed, the amount of any intercompany loans, or other financial support in any form, advanced to such Italian Guarantor (or any of its direct or indirect subsidiaries pursuant to article 2359, paragraph 1, numbers 1 and/or 2, of the Italian Civil Code) by any member of the Group on or after the Issue Date using the proceeds of the Notes; and
- the Guarantees will be limited to a specific maximum amount, pursuant to article 1938 of the Italian Civil Code.

Certain Limitations on Enforcement

Under Italian law, in the event that an entity becomes subject to insolvency proceedings, guarantees given by it or by way of a parallel debt obligation could be subject to potential challenges by the appointed bankruptcy receiver or by other creditors under the rules of ineffectiveness or avoidance or clawback of

Italian Bankruptcy Law and the relevant law on the non-insolvency avoidance or clawback of transactions made by the debtor during a certain legally specified period (the "suspect period").

If challenged successfully, the guarantee may become unenforceable and any amounts received must be refunded to the insolvent estate. To the extent that the grant of any guarantee is voided, holders of the Notes could lose the benefit of the guarantee and may not be able to recover any amounts.

In addition, under Italian law, in certain circumstances also in the ordinary course of business, an action can be brought by any creditor of a given debtor within five years from the date in which the latter enters into a guarantee, security, agreement and any other act by which it disposes of any of its assets, in order to seek a clawback action (*azione revocatoria ordinaria*) pursuant to Article 2901 of the Italian Civil Code (which results in a declaration of ineffectiveness as to the acting creditor) of the said guarantee, security, agreement and other act that is purported to be prejudicial to the acting creditor's right of credit. An Italian court could revoke the said guarantee, security, agreement and other act only if it, in addition to the ascertainment of the prejudice, was to make the two following findings:

- that the debtor was aware of the prejudice which the act would cause to the rights of the acting creditor, or, if such act was done prior to the existence of the claim or credit, that the act was fraudulently for the purpose of prejudicing the satisfaction of the claim or credit; and
- that, in the case of non-gratuitous act, the third party involved was aware of said prejudice and, if that act was done prior to the existence of the claim or credit, that the said third party participated in the fraudulent design.

Furthermore, under fraudulent conveyance and other provisions of Italian law, a court could void or invalidate all or a portion of the obligations of a guarantor under the relevant guarantee and, if payment had already been made under that guarantee, require the recipients of that payment to return the payment to the relevant guarantor, if the court found that, inter alia:

- the relevant guarantor gave such guarantee with actual intent to hinder, delay or defraud its current or future creditors or with a desire to prefer some creditors over others, or when the beneficiary of the guarantee was aware that the relevant guarantor was insolvent when it gave the relevant guarantee;
- the relevant guarantor did not receive fair consideration or reasonably equivalent value for it guarantee or the relevant guarantor was insolvent at the time the guarantee was given;
- the relevant guarantee was held to exceed the corporate objects of the relevant guarantor or not to be in the best interest or for the corporate benefit of the relevant guarantor; or
- the guarantor giving such guarantee was aware, or should have been aware, that the transaction was to the detriment of the creditors.

If a court decided either that a guarantee was a fraudulent conveyance and voided such guarantee, or held it unenforceable for any other reason, the beneficiary of the guarantee may cease to have any claim with respect to the relevant guarantor.

Spain

We and certain guarantors of the Notes are incorporated under the laws of the Kingdom of Spain. Consequently, in the event of our insolvency or any of the Spanish Guarantors' insolvency, insolvency proceedings may be initiated in Spain and be governed by the consolidated text of the insolvency law approved by Spanish Royal Legislative Decree 1/2020, of 5 May, as amended (the "**Spanish Insolvency Law**"). The insolvency proceedings (*concurso de acreedores*) are applicable to persons or entities and may lead either to the restructuring of the business through the implementation of a voluntary composition agreement between the creditors and the debtor or to the liquidation of the debtor's assets.

The Spanish Insolvency Law is expected to be amended to implement the restructuring framework required by Directive (EU) 2019/1023 of the European Parliament and of the Council, of 20 June 2019, on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency). Although Directive (EU) 2019/1023 should have been transposed into Spanish law by 17 July 2021, the Spanish Government requested, and received, a one-year extension. A preliminary draft bill to transpose Directive (EU) 2019/1023, and which also contains other substantial amendments to the Spanish Insolvency Law, was published by the Spanish Government on 4 August 2021 and submitted to public consultation. The

Government has recently sent a new draft to the Spanish Parliament for its review and enactment as a law. The Spanish Insolvency Law will be substantially affected not only as a result of the implementation of Directive (EU) 2019/1023 but also of those additional amendments included in the draft bill that the Government and the Parliament ultimately decide to approve.

The insolvency proceedings (concurso de acreedores) may lead either to the restructuring of the business through the implementation of a voluntary composition agreement between the creditors and the debtor or to the liquidation of the debtor's assets.

Insolvency

Under the current Spanish Insolvency Law, a debtor is considered insolvent when it cannot regularly pay its debts as they fall due—current insolvency (*insolvencia actual*). As a general rule, a debtor (and in the case of a company, its directors) must file for insolvency within two months of the date when it becomes aware, or should have become aware, of its current insolvency (unless, as explained below, the company has made a pre-insolvency filing in accordance with Article 583 of the Spanish Insolvency Law, in which case the debtor will have an additional three-month grace period to, *inter alia*, reach an agreement with its creditors and one more month to file for insolvency). Insolvency is considered voluntary (*concurso voluntario*) if filed by the debtor and it is presumed that the debtor becomes aware of its insolvency, unless otherwise proven, if any of the circumstances that qualify as the basis for a petition for mandatory insolvency occur. As a result of the COVID-19 pandemic, the Spanish Government has approved various extraordinary regulations which include, amongst others, Law 3/2020, of 18 September, of procedural and organisational measures to tackle COVID-19 in the realm of the administration of justice, as amended by Royal Decree-law 27/2021, of 23 November, which have established a moratorium in connection with the legal duty to file for insolvency until June 30, 2022 (irrespective of the debtor having submitted the communication established in Article 583 et. seq. of the Spanish Insolvency Law). Pursuant to these regulations, the two-month term to file for insolvency will start on July 1, 2022.

The debtor may, but will not be obliged to, file for insolvency when it expects that it will shortly be unable to meet its current payment obligations as they fall due on a regular basis—imminent insolvency (*insolvencia inminente*).

In addition, the declaration of insolvency may be requested by any creditor (provided that the claim was not acquired on a singular basis and *inter vivos* within the six months prior to the filing of the petition for insolvency and such claim was not due and payable at the time it was acquired). A creditor can file a petition for a debtor to be declared insolvent if it can prove its current insolvency and not just its imminent insolvency, by providing evidence that it has failed to attach any assets, or sufficient assets, to pay any amounts owed that are due and payable. A creditor may also apply for a declaration of insolvency if, inter alia: (i) there are no sufficient assets of the debtor that can be attached to pay the claim; (ii) there is a seizure of assets affecting or comprising the generality of the debtor's assets; (iii) there is a generalized default on payments by the debtor; (iv) there is a generalized default on certain tax, social security and employment obligations during the applicable statutory period (three months); or (v) or there is a misplacement, "fire sale" or sale or ruinous liquidation of the debtor's assets. Upon receipt of an insolvency petition by a creditor, which must be filed before the commercial court of the place where the debtor has its "center of main interests" in Spain, the insolvency court may issue provisional measures to protect the assets of a debtor and may request a guarantee from the petitioning creditor asking for the adoption of such measures to cover the damages caused by such interim measures. The above-referred COVID-19 regulations have established that creditors' insolvency petitions will not be admitted for processing (*admitidas a trámite*) until June 30, 2022 (inclusive). The debtor will be entitled to file an opposition to any creditor's insolvency petition justified on the abovementioned circumstances (iii), (iv) or (v), and will have to prove that either lack of creditor's standing, or such circumstances do not actually exist, or, if existing, the debtor was not, or is no longer, insolvent. The court will then summon the parties to a hearing, and will finally render a court ruling either dismissing the application filed by the creditor, or declaring the insolvency of the debtor.

Notwithstanding the foregoing, the general duty to file for insolvency within the referred two-month period is suspended if the debtor who is in current or imminent insolvency notifies the applicable court that it has initiated negotiations with its creditors to obtain support to reach a pre-packaged composition agreement (*propuesta de convenio anticipado*), a refinancing agreement (*acuerdo de refinanciación*) or an out-of-court repayment agreement (*acuerdo extrajudicial de pagos*), in accordance with Article 583 et. seq. of the Spanish Insolvency Law.

Effectively, by means of this communication, on top of the two months, the debtor gains an additional three-month period to achieve an agreement with its creditors and an additional month to file for the declaration of insolvency if within the above mentioned three- month period it has not been able to overcome the insolvency situation (thus, in total, the debtor will benefit from a four-month extension) and none of the above-mentioned agreements has been finalized in such time frame. During such three month period, creditors' petitions for mandatory insolvency (*concurso necesario*) will not be accepted (when filed within the subsequent month, they will be processed only if the debtor has not filed for insolvency by the end of the month) and court or out-of-court enforcement actions, other than public law claims, are prohibited or suspended (as applicable) over assets which are necessary for the continuity of the debtor's business activities. In addition, enforcement proceedings brought by creditors holding financial claims against any kind of debtor's assets (i.e. irrespective of the asset being necessary for the continuity of the debtor's business or not) shall be prohibited or suspended (as applicable) provided that the debtor evidences that at least 51% of the creditors holding all financial liabilities (by value) have supported the initiation of negotiations to enter into a refinancing agreement and have agreed to suspend or not initiate enforcement proceedings against the debtor while creditors holding financial liabilities are still negotiating. Nevertheless, secured creditors shall be entitled to bring enforcement proceedings against their security although once proceedings have been initiated they shall be immediately suspended. Furthermore, any outstanding enforcement action which falls into the above categories that was commenced before the filing for a pre-insolvency moratorium will be suspended. Once the communication has been submitted to the court, no further communications of this kind can be submitted within one year.

Effects of the Insolvency on the Debtor

The insolvency court will issue an order either rejecting the petition or declaring the insolvency. In the event of declaration of insolvency, the insolvency court order will appoint a court administrator (*administración concursal*) (and, in certain cases, a second insolvency administrator if deemed of public interest) and will order the publication of such declaration of insolvency in the State Official Gazette (*Boletín Oficial del Estado*). The declaration of insolvency shall also be filed in the Commercial Registry (*Registro Mercantil*) and in the Public Registry of Insolvency (*Registro Público Concursal*).

If filed by the debtor, the insolvency is deemed "voluntary" (*concurso voluntario*) and, if filed by a third party, the insolvency is deemed "mandatory" (*concurso necesario*). In the case of voluntary insolvency, as a general rule, the debtor remains in possession, that is, it retains the management and powers of disposal over its assets, although it is subject to the intervention (*intervención*) of the insolvency administrator (*administrador concursal*), who must approve any management or disposal decision. In the case of mandatory insolvency, as a general rule, the debtor's management powers are suspended, and management's former powers, including the power to dispose of assets, is conferred solely upon the insolvency administrator (*sustitución*). However, the court has the power to modify this general regime subject to the specific circumstances of the case. In addition, upon the insolvency administrator's request, the court has the power to swap the intervention regime for a suspension regime or *vice versa*. The time between the petition and the insolvency declaration by the court will depend upon a number of factors, including whether the filing has been made by the debtor or the creditor (and in turn whether the debtor has challenged the petition made by the creditor), whether all appropriate documentation has been submitted on a timely basis or is incomplete, and the workload of the court.

Actions carried out by the debtor that breach any required supervision or approval of the insolvency administrator may be declared null and void unless ratified by the insolvency administrator. Notwithstanding this, as a general rule, any sale or encumbrance of the debtor's assets or rights before the approval of a voluntary composition agreement or the opening of the liquidation phase requires specific authorization from the court. There are certain exceptions to this rule including, among others, transactions in the ordinary course of business, or transactions essential to assure the viability of the company or its treasury needs required by the continuation of the insolvency.

Claw back and Hardening Periods

There is no automatic claw back by operation of law. Therefore, there are no transactions that automatically become void as a result of the initiation of insolvency proceedings; instead the insolvency administrator must expressly challenge those transactions that could be deemed as having "damaged" the debtor's estate. In addition, creditors who have applied to exercise any claw back actions (stating the specific action they aim to contest or revoke and their grounds) will be entitled to exercise such actions if the insolvency administrator does not do so within the two months following their request. Under the Spanish Insolvency Law, any transaction, action carried out or agreement entered into by the debtor in

the two years preceding its declaration of insolvency (the "suspect" period) can be rescinded by the court if the action or agreement was "detrimental to the insolvency estate" (*perjudicial para la masa activa*), including in the absence of fraudulent intent (transactions taking place more than two years before the declaration of insolvency may be challenged under the general applicable regime, under which fraud is required, among other things (see below)). The analysis of whether an action, agreement or transaction is detrimental to the insolvency estate must be made on a case-by-case basis.

The Spanish Insolvency Law does not define which acts are "detrimental" (*perjudiciales*) to the insolvency estate. The consequences of the transaction on the debtor's estate or on the equality of treatment among creditors, rather than the intent of the parties, is relevant. The Insolvency Law establishes a series of presumptions that give some indication as to how a court would rule in specific cases:

- A transaction will be deemed to be detrimental in all cases if: (i) it is carried out for no consideration; or (ii) it involves the early settlement (by payment or otherwise) of non-secured debts maturing after the declaration of insolvency.
- A transaction will be presumed to be detrimental but that presumption may be rebutted if the transaction: (i) is carried out in favor of persons specially related to the debtor (such as intragroup guarantees, as so construed by the Spanish Supreme Court); (ii) involves creating *in rem* guarantees securing pre-existing debts (or new debts incurred to replace pre-existing ones); or (iii) involves the early settlement (by payment or otherwise) of debts secured with an *in rem* guarantee maturing after the declaration of insolvency.

Specific transactions cannot be rescinded including: (i) actions taken by a debtor in the ordinary course of business and in normal terms; (ii) the creation of *in rem* guarantees securing either public law claims, or in favor to the Guarantee Salary Fund (*Fondo de Garantía Salarial*); (iii) transactions that are a result of the implementation of resolutions measures upon credit entities and investment services entities; and (iv) netting and transfer orders entered into a payment and securities settlement system before the declaration of insolvency.

The detriment caused by any action not falling within any of the above categories will need to be evidenced by the insolvency administrator or the creditor requesting claw back.

Reinstatement claims will not be permitted under the Spanish Insolvency law where the party who benefits from the act impairing the insolvency estate proves that such act is subject to the law of another member State that does not allow its challenge in any case.

Protection of Certain Refinancing Agreements

Certain refinancing agreements may be protected from claw-back risk provided that they comply with certain requirements set out under "*Cram Down Mechanism*" below. However, in the case that such refinancing agreements are not subject to the procedure of judicial sanctioning therein described (*homologación*), in order to benefit from such protection they must be backed by at least ⅗ of the total claims of the debtor (calculated on an individual and on a consolidated basis but excluding intragroup claims). The refinancing agreements must be executed by a debtor in actual or imminent insolvency, as well as founded on a viability plan reflecting that the debtor will be viable in the short- and medium- term and must comply with the rest of requirements explained below.

Fraudulent Conveyance Laws

In addition to the claw-back mechanism, under Spanish law, the insolvency administrator and any creditor may bring an action to rescind a contract (*actio pauliana)* against its debtor and the third party which is a party to such contract, provided the same is performed or entered into fraudulently and the creditor cannot obtain payment of the amounts owed in any other way.

Although case law is not entirely consistent, it is broadly accepted that the following requirements must be met in order for a creditor to bring such action:

- the debtor must owe the creditor an amount under a valid contract and a fraudulent action must have taken place after such debt was created;
- the debtor must have carried out an act that is detrimental to the creditor and beneficial to a third party;
- such action must have taken place within four years before the date of the claim;

- there must not be no other legal remedy available to the creditor to obtain compensation for the damages suffered; and
- the debtor must be insolvent, meaning that the debtor must have suffered a relevant decrease in its estate making it impossible or more difficult for the creditor to collect the claim.

The existence of fraud (which must be proved by the creditor) is one of the essential requirements under Spanish law for this action to succeed. Pursuant to Article 1297 of the Spanish Civil Code: (i) agreements by virtue of which the debtor transfers assets for no consideration and (ii) transfers for consideration carried out by parties who have been held liable by a court (*sentencia condenatoria*) or whose assets have been subject to a writ of attachment (*mandamiento de embargo*), will be considered fraudulent. . The presumption referred to in (i) above is a *juris et de jure* presumption (i.e., cannot be rebutted by evidence), unlike the presumption indicated in (ii) above, which is a *juris tantum* presumption (i.e., a rebuttable presumption). Payments of debts made by the debtor in a state of insolvency, when such debt is not due or the debtor is yet to be in default regarding such debt, can be also rescinded.

If the rescission action is upheld, the third party must return the consideration received under the contract, as well as interests and proceeds, in order to satisfy the debt owed to the creditor. If the consideration received by the third party under the contract cannot be returned to the debtor, the third party must indemnify the creditor for the damage caused if it is proved that such third party incurred in bad faith when entering into the fraudulent agreement with the debtor. In any other case (i.e. if it is proved that the third party acted in good faith) it will be the person who has actually caused the damage to the creditor who will have to reimburse the corresponding amount.

Request for Joint Insolvency

Joint insolvency may be requested by the insolvent debtors and the insolvency administrators, or common creditors, in respect of two or more debtors if either (a) there is a confusion of assets among them or (b) they form part of the same group of companies. The request for the joint insolvency of two or more legal entities requires that each of the affected companies is separately insolvent. Further, the insolvent debtors, or any of the appointed insolvency administrators, as the case may be, may apply for the accumulation of insolvency proceedings already declared under certain circumstances (and, in particular, if the insolvent debtors form part of the same group of companies).

In addition, creditors may apply for the procedural consolidation of the insolvency proceedings of two or more of its debtors already declared insolvent provided that a petition has not been submitted by any of the insolvent debtors or by the insolvency administrators, and there is there is a confusion of assets among them, they form part of the same group of companies, or they are managers, shareholders, partners or members personally liable for the debts of the debtor if it is a legal entity.

Insolvency proceedings declared jointly or accumulated are processed in coordination, without consolidation of the estate of the insolvent debtors. As a result, and as a general rule, a “group insolvency” does not lead to a commingling of the debtors’ assets and creditors of such group. This means that the creditors of one company of the group will not have recourse to the assets of the other companies of the same group (except where cross-guarantees exist, in which case such a claim is likely to be subordinated). The current system is basically a procedural one, aimed at making the insolvency proceedings as time and cost efficient as possible. However, exceptionally, assets and liabilities amongst the companies declared insolvent may be consolidated where there is a confusion of estates and the assets and liabilities belonging to each of the companies cannot be identified, without incurring on unjustified costs or delays.

Ranking of Claims

Before the insolvency creditors (*acreedores concursales*) are paid pursuant to the order indicated below, specific creditors, denominated “creditors of the insolvency estate” (*acreedores de la masa*), will have claims against the insolvency estate (*créditos contra la masa*) that will also be paid from the insolvency estate. These claims must generally be paid as they fall due and in accordance with their own terms and will therefore be deducted from the insolvency estate prior to the payment of any other claims of creditors of the insolvency estate. As an exception, assets subject to a security interest cannot be affected by claims of creditors of the insolvency estate.

Creditors of the Insolvency Estate (acreedores de la masa)

The Spanish Insolvency Law contains a closed-ended list of claims against the insolvency estate (*créditos contra la masa*). These claims include, among others:

(i) Salary claims accrued during the 30 working days preceding the declaration of insolvency, provided they do not exceed more than two times the applicable minimum legal wage (*salario mínimo interprofesional*).

(ii) Fees and expenses of the insolvency proceedings, including fees associated with the filing for insolvency, the publication of the declaration of insolvency or any other court resolution, as well as fees incurred by the insolvency administrator.

(iii) Costs incurred for the continuation of the business following the declaration of insolvency, including wages and employment-restructuring costs, until the insolvency proceedings end.

(iv) Payments arising from agreements with outstanding mutual obligations that survive after the declaration of insolvency, and any amounts due as a result of their termination, whether due to a breach or court order.

(v) Claims arising from the reinstatement of credit or facility agreements.

(vi) Claims arising in favor of a creditor subject to a claw-back action rescinding agreements of bilateral nature, unless the creditor acted in bad faith.

(vii) Claims arising from obligations lawfully undertaken by the debtor with the approval of the insolvency administrator during the insolvency proceedings.

(viii) Claims arising from obligations under applicable law and tort liability incurred after the declaration of insolvency until conclusion of the proceedings.

(ix) In the event of subsequent insolvency, up to 50% of the claims arising from new money provided to the debtor in compliance with, or pursuant to, a qualifying refinancing agreement that is not subject to claw-back (unless the lender is a specially related to the debtor).

(x) New money provided to the debtor to finance a viability plan under a voluntary composition agreement, in the event of liquidation due to breach of the voluntary composition agreement. New money provided by legal or natural persons specially related to the debtor through a share-capital increase, loans or similar transactions will not be recognized as claims against the insolvency estate. Pursuant to COVID-19 regulations, in the event of default of voluntary composition agreements that were approved or modified in the two years following March 14, 2020, insofar as the voluntary composition agreements have identified the party with the obligation and the maximum amount of the financing to be granted or the guarantee to be perfected, new money provided by persons specially related to the debtor will qualify as claims against the insolvency estate.

The claims against the insolvency estate described in paragraph (i) must be paid immediately. As a general rule, all other claims against the insolvency estate will be paid as they fall due. However, the Spanish Insolvency Law establishes that if the insolvency administrator expects that the insolvency estate will be sufficient to pay all claims against it, this rule may be modified and the payment of specific claims brought forward. This decision cannot affect claims held by employees or by tax or social-security authorities. There is a specific ranking for payment of claims against the estate when the insolvency administrator notifies the court that the estate is not sufficient to repay all of them in full.

Insolvency Creditors (acreedores concursales)

The insolvency estate (*masa activa*) is formed by all assets and rights owned by the debtor at the time the insolvency is declared as well as those that are returned to the debtor as a consequence of the exercise of claw-back actions or acquired during the proceedings. Creditors are paid out of the insolvency estate.

The insolvency administrator will prepare and file an inventory of assets identifying all assets and rights, as well as their value and status, albeit merely for informative purposes.

The insolvency administrator must also file a list of creditors identifying all the debtor's liabilities and quantifying and classifying the liabilities in accordance with their nature and the Spanish Insolvency Law. When preparing the list of creditors, the insolvency administrator will rely on the debtor's accounting information, as well as the notices of claims that all creditors are obliged to lodge before the end of the first month following the publication of the declaration of insolvency in the Spanish Official Gazette (*Boletín Oficial del Estado*). Creditors must lodge their claims in a timely manner following the opening of the insolvency proceedings. Notices of claims may still be lodged after the end of the one-month period

although, in that case and as a general rule, the claim will be classified as subordinated (unless the creditor can prove that it was unaware of the existence of the claim at that time or the recognition of the claim is mandatory for the insolvency administrator pursuant to the Spanish Insolvency Law).

Creditors are entitled to challenge the list of creditors, which will result in a formal court procedure before the same insolvency court (*incidente concursal*).

Based on the documentation provided by the creditors and documentation held by the debtor, the insolvency administrator will draw up a list of acknowledged insolvency creditors (*acreedores concursales*) and claims and classify them according to the following categories established in the Spanish Insolvency Law:

(1) Specially privileged claims (*créditos con privilegio especial*). Specially privileged claims are those that have an *in rem* right over a specific asset that they can enforce or attach,—as a general rule and subject to certain conditions—separately from the insolvency proceedings and in priority to other creditors. Specially privileged creditors hold a preferential claim in connection with the proceeds of the sale or enforcement of the asset affected by their security or *in rem* right. Specially privileged claims include, among others:

   (i) those secured by a specific asset or right (e.g. claims secured by a real-estate mortgage, chattel mortgage, possessory pledge, financial collateral, pledge without transfer of possession);

   (ii) credit rights under financial leases; and

   (iii) credit rights arising out of sale agreements with a deferred price and a retention-of-title, prohibition-against-disposal or termination clause in the event of payment default.

The security interest must be perfected before the declaration of insolvency and comply with all legal requirements and formalities established to be enforceable vis-à-vis third parties.

Claims secured with pledges over future credit rights are only considered specially privileged if (a) the future credit rights arise from agreements or relationships established or executed prior to the declaration of insolvency; and (b) (i) in the case of possessory pledges, the pledge was granted as a public document or, (ii) in the case of non-possessory pledges (*prenda sin desplazamiento*), the pledge was registered with the applicable public registry.

Special rules apply if the future credit rights to be pledged arise from the termination of concession agreements or other public-works or service contracts executed with the State or other public entities.

Specially privileged claims are paid with preference to other claims from the proceeds obtained from the sale or enforcement of the collateral, including with preference over creditors of the insolvency estate.

The recognition of specially privileged claims in the list of creditors is nevertheless limited to the amounts that do not exceed the "value of the collateral", which is calculated pursuant to the following formula, i.e. the Security Value:

Security Value = 90% of "reasonable value" – legally preferred claims

where:

(a) "*Reasonable value*" is the value determined pursuant to specific rules set forth in the Spanish Insolvency Law (e.g., real-estate assets will be valued by means of an appraisal report issued by an approved appraiser registered with a special registry of the Bank of Spain, securities listed on a regulated market will be valued pursuant to the average weighted price at which they have been traded on one or multiple regulated markets in the quarter preceding the declaration of insolvency).

(b) "*Legally preferred claims*" are senior-ranking charges and encumbrances (including charges and attachments by operation of law), but do not include mere contractual preferences, such as those agreed in an inter-creditors agreement.

(2) Generally privileged claims (*créditos con privilegio general*): generally privileged claims are those

paid from the debtor's assets rather than from an entitlement to any particular asset. Consequently, generally privileged claims are paid after repayment of secured claims, but prior to ordinary claims. They include, among others:

(i) Claims for salaries up to a specific amount, severance payments and compensation for the termination of employment agreements up to a specific amount, compensation for work-related accidents or sicknesses and surcharges on amounts owed for the breach of labour-related health-and-safety obligations established before the declaration of insolvency.

(ii) Claims for amounts relating to unpaid withholding taxes and social-security contributions.

(iii) Claims for other amounts to be paid to the tax authorities and social-security authorities (up to 50% of the aggregate amount).

(iv) Claims for non-contractual (tort) liability, including claims by social-security or tax authorities deriving from criminal offences (*responsabilidad civil derivada de delito*).

(v) In cases of subsequent insolvency, the remaining 50% of the claims arising from new money granted to the debtor pursuant to a qualifying refinancing agreement that is not subject to claw back that are not considered claims against the insolvency estate (unless the lender is a specially related party to the debtor).

(vi) Claims of the creditor that filed the request for insolvency, up to 50% of the aggregate amount of the creditor's unsubordinated claims.

Claims that benefit from a general preference are paid after secured claims (and before ordinary claims) in accordance with the order outlined above. If the assets are insufficient to fully satisfy any of the subclasses listed above, creditors of the same subclass will be paid *pro rata* to the amount of their claims.

(3) Ordinary claims (*créditos ordinarios*): ordinary claims are those that are neither expressly privileged nor expressly subordinated. Ordinary claims rank *pari passu* and are paid *pro rata*.

(4) Subordinated claims *(créditos subordinados):* subordinated claims are those paid last and include:

(i) Claims that creditors do not lodge with the insolvency administrator on time.

(ii) Claims that are contractually subordinated to all remaining debts of the debtor.

(iii) Claims for interest (accrued before the declaration of insolvency) and surcharges, except surcharges and interest in connection with secured claims, and subject to the limit of the Security Value. Claims will not accrue interest after the declaration of insolvency, except for remunerative secured interest subject to the limit of the Security Value.

(iv) Claims for fines and sanctions.

(v) Claims held by legal or natural persons who are specially related to the debtor, except for claims held by shareholders and common shareholders who are specially related to the debtor, provided that they arise from contracts other than loans, facility agreements or similar financing arrangements (e.g. commercial relationships, services agreements, asset transfers) (see below for more details).

(vi) Claims in favor of a creditor as a result of a claw-back action if the court finds that the creditor acted in bad faith.

(vii) Claims arising from either reciprocal obligations or reinstated financing contracts if the court finds, based on the report of the insolvency administrator, that the creditor repeatedly obstructed compliance with the contract to the detriment of the insolvency estate.

The main consequences of subordination are:

- Subordinated creditors are paid last, and only if ordinary creditors have been repaid in full. Subordinated creditors are then paid in the order listed above. If assets are insufficient to fully satisfy the claims of any of the subordination subclasses, creditors of the same subclass will be paid *pro rata* to the amount of their claims.
- Any security interest over assets or rights of the insolvency estate created to secure a subordinated claim will be automatically cancelled, unless the subordinated creditor successfully challenges the

classification of its claim, in which case the security interests will only be released when a final judgment that is not subject to appeal is handed down.

- Subordinated creditors will not be entitled to vote on any refinancing agreement or voluntary composition agreement with respect to their subordinated claims. Voluntary composition agreements approved within the insolvency proceedings bind subordinated creditors.

Specially Related Parties (partes especialmente relacionadas)

As described above, claims of legal or natural persons who are "specially related" to the debtor are subordinated. The Spanish Insolvency Law contains an exhaustive list of situations in which a creditor is deemed to be "specially related" to the debtor. Specially related parties' claims executing a refinancing agreement are not considered when calculating the relevant thresholds.

The following creditors will be considered to be specially related to the debtor if the debtor is a legal person:

(i) Shareholders holding a stake, whether directly or indirectly through controlled companies, of 10% or more of the debtor's share capital (or 5% or more if the debtor has securities listed on an official secondary market) at the time the loan or claim was granted.

(ii) Creditors that become direct or indirect shareholders after the claim was originated will not be subordinated.

Creditors who have directly or indirectly capitalised their credit rights pursuant to a voluntary composition agreement or a qualifying refinancing agreement will not be deemed to be specially related persons in connection with any new money provided in the context of the voluntary composition agreement or qualifying refinancing agreement. This protection will be afforded even when, as a result of the debt-for-equity transaction, they have assumed a position on the debtor's board of directors.

(i) Directors, including legal and shadow directors, liquidators and general managers acting under general powers of attorney, and those who have held those positions or roles in the two years immediately preceding the declaration of insolvency.

(ii) Entities forming part of the debtor's group, as well as their "common shareholders" meeting the conditions indicated in paragraph (i).

"Common" shareholders are those who simultaneously hold (i) any stake in the debtor in insolvency; and (ii) a stake higher than 10% of any unlisted group company (or 5% of any listed group company) as at the date of the creation of the claim.

A claim is subordinated if it was created when the creditor formed part of the debtor's group, even if the creditor no longer forms part of the group at the time the insolvency is declared.

The Spanish Insolvency Law also establishes that assignees of a claim assigned by a specially related party will be presumed to be a specially related party if the debtor is declared insolvent in the subsequent two years. This legal presumption is rebuttable.

In addition, when a guarantor who is specially related to an insolvent debtor pays the guaranteed obligation (and thus holds itself a claim against the debtor), the claim of the guarantor will be classified by the insolvency administrator with the lowest of the possible rankings that would have been afforded to any of the claims (i.e. the original claim repaid under the guarantee and the recovery claim of the guarantor against the debtor), and even if the claim held by the original creditor could have been classified as ordinary or privileged.

Lastly, COVID-19 regulations establish that, in connection with insolvency proceedings declared prior to 14 March 2022, new money provided following the declaration of the state of emergency in Spain (i.e. 14 March 2020) by specially related persons, as well as any claims in which a specially related person is subrogated after that date due to a payment of debt on behalf of the debtor, will be classified as ordinary claims, without prejudice to any potential privileges.

Cram Down Mechanism

In order to seek protection against claw back, refinancing agreements (out-of-court workouts) executed by a debtor who is in actual or imminent insolvent, but has not been declared in insolvency yet, may be

judicially sanctioned by the commercial court that would be competent to conduct the insolvency proceeding of the debtor should it fall into insolvency, upon request by the debtor or by any creditor party to such refinancing agreement. The refinancing agreement must: (i) ensure the debtor's viability in the short and medium term; (ii) at least, provide for an increase of the funds available to the debtor or an extension of the term or replacement of the pre-existing (refinanced) debt; (iii) have been entered into by creditors holding financial claims representing at least 51% of the debtor's total financial claims as at the date of the refinancing agreement, which majority must be certified by the company's auditor (in the case of a group a companies, the majority refers both individually to each company and to the group as a whole, without taking into account intercompany claims); and (iv) the refinancing agreement must have been formalised in a public document (i.e. with the intervention of a Spanish notary public). Judicially sanctioned refinancing agreements, as well as acts, security and transactions set forth therein, are not subject to claw back.

In addition, the Spanish Insolvency Law provides that certain effects of a judicially sanctioned refinancing agreement may be imposed on non-participating or dissenting financial creditors (cram down) if certain requirements are met. This means that, among others, labour creditors, creditors holding claims governed by public law (e.g., public creditors such as the tax authorities or Social Security) and trade creditors are excluded, even if the maturity of their claims has been deferred. They may voluntarily adhere to the refinancing agreement, but their vote will not be counted to determine if the required majorities have been obtained.

The cram down regime depends on whether the claim is secured or unsecured, the value of the security interest (if applicable) and the creditor support achieved. In order to identify which claims are in or out of the money, the security value of the collateral (the "**Security Value**") will need to be calculated pursuant to the rules established in the Spanish Insolvency Law described above. As a result, depending on the Security Value, one creditor may be treated, in respect of the same debt, as a holder of both a secured and unsecured claim (in the latter case, in connection with the portion of its claim that falls short of the Security Value).

The Spanish Insolvency Law establishes a rather broad (albeit specific and closed-ended) list of effects that may be extended to holders of unsecured and secured financial claims and that depends on the majorities achieved, as summarised in the following chart:

Restructuring measure	Majority of total financial claims	Additional majority of total secured financial claims (Security Value)
Deferral of principal, interest or any other due amount for a period not exceeding five years	60%	65%
Deferral of principal, interest or any other due amount for a period of five to ten years	75%	80%
Conversion into participative loans (PPLs) for a period not exceeding five years	60%	65%
Conversion into PPLs for a period of five to ten years	75%	80%
Conversion into convertible obligations, subordinated loans, payment-in-kind facilities or into any other financial instrument with a ranking, maturity or features distinct from those of the original debt	75%	80%
Haircuts	75%	80%
Debt-for-assets(1)	75%	80%
Debt-for-equity(2)	75%	80%

(1) Including the assignment of assets or rights in kind or for the total or partial payment of the debt (*datio pro soluto* and *datio pro solvendo*).

(2) Those creditors who have not supported the refinancing agreement (either because they did not sign the agreement or because they opposed it) may choose between (a) the debt-for-equity swap or (b) an equivalent discharge of their claims.

The calculation of the thresholds referred to above is not always straightforward, and some uncertainties are yet to be solved by the courts. Grounds for opposition by dissenting creditors are limited to (i) an incorrect calculation of these thresholds or (ii) the imposition of a disproportionate sacrifice upon the dissenting creditor.

In addition to the above, if 75% of the claims subject to a pooling regime and relating to syndicated financing vote for the arrangement, it will be considered that all the claims in respect of that syndicated financing vote for it, unless the syndicated financing agreement establishes a lower majority, in which case that lower majority will be sufficient. The scope of this measure (particularly as to whether this majority of 75% might also serve for the cram down and stays of payments over the rest of syndicated claims) is not clear among Spanish scholars or courts and therefore it is not possible yet to ascertain what its practical effects will be.

Applicable Jurisdiction

The applicable jurisdiction to conduct an insolvency proceeding is the one in which the insolvent party has its "center of main interests." This center of main interests is deemed to be where the insolvent party conducts the administration of its interests on a regular basis and which may be recognized as such by third parties. Insolvency proceedings conducted by the court of the center of main interests are considered "the principal insolvency proceedings" and have universal reach affecting all the assets of the insolvent party worldwide. If the center of main interests is not in Spain, but the insolvent party has a permanent establishment in Spain, Spanish courts will only have jurisdiction over the assets located in Spain (the "*territorial insolvency proceedings*").

In the event Spanish courts have jurisdiction (upon a judicial consideration that our center of main interest is in Spain), Article 263.2 of the current Spanish Insolvency Law would apply to us. Article 263.2 provides that creditors holding a third party guarantee will be recognized in the insolvency proceedings for the full amount without any limitation and without prejudice to the fact that if the guarantor is subrogated in the creditor's place when the guarantee is enforced, the claim of the guarantor will be classified in accordance with the lower ranking corresponding to either the original creditor or the guarantor.

Moratorium

The current Spanish Insolvency Law imposes a moratorium on the enforcement of secured creditor's rights (in rem security) over assets or rights that are considered to be necessary for the continuance of the debtor's business in the event of insolvency. The moratorium would take effect following the declaration of insolvency until the earlier of (i) one year from the declaration of the insolvency if the insolvent company has not been placed in liquidation or (ii) the date the creditors reach a voluntary composition agreement that does not affect the exercise of the rights granted by the security interest.

Additional Effects for the Debtor and on Contracts

Additionally, once the insolvency proceedings are declared open, singular, judicial or extrajudicial enforcements may not be initiated, except for administrative or labor enforcement proceedings in certain circumstances.

As a general rule, insolvency proceedings are not compatible with other enforcement proceedings which can have an effect on the estate (excluding enforcement proceedings with regard to financial collateral (as defined in Royal Decree-law 5/2005, of 11 March, on urgent reforms for the bolstering of productivity and improvement of public contracting, which, amongst others, implements Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements—the Financial Collateral Directive). When compatible, in order to protect the interests of the debtor and creditors, the Spanish Insolvency Law extends the jurisdiction of the court dealing with insolvency proceedings, which is then legally authorized to handle any enforcement proceedings or interim measures affecting the debtor's assets (whether based upon civil, labor, or administrative law).

The declaration of insolvency does not impair the existence of the contracts with reciprocal obligations pending performance by either the insolvent party or the counterparty, which will remain in force and the obligations of the insolvent debtor would be fulfilled against the insolvency estate. Any contractual arrangements establishing the termination of a contract with reciprocal obligations and/or entitling the relevant creditor to terminate them in the event of declaration insolvency of the debtor will be unenforceable (except if expressly permitted by specific laws). The court can nonetheless terminate any such contracts at the request of the insolvency administrator (provided that management's powers have been solely conferred upon the insolvency administrator), or the company itself (if its powers to manage and dispose of its business are only subject to the intervention of the insolvency administrator), when such termination is in the interest of the estate (*resolución del contrato en interés del concurso*) or at the request of the non-insolvent party if there has been a breach of such contract although the judge has the discretion to reject such request in the interest of the estate (*mantenimiento del contrato en interés del*

concurso), in which case all due amounts will be recognized as a claim against the insolvency estate (pre-deductible claim from the estate). The termination of such contracts may result in the insolvent debtor having to return the consideration received and indemnify damages to its counterparty against the insolvency estate (*con cargo a la masa*). On the other hand, the judge may decide to cure any breach of the insolvent debtor at its request or the insolvency administrator's request (*mantenimiento del contrato en interés del concurso*), in which case the non-insolvent party shall be entitled to seek specific performance against the insolvency estate (pre-deductible claim from the estate). Additionally, the declaration of insolvency determines that interest accrual is suspended, except credit rights secured with an *in rem* right, in which case remunerative interest accrues up to the value of the security, and except for any wage credits in favor of employees, which will accrue the legal interest set forth in the corresponding Law of the State Budget (*Ley de Presupuestos del Estado*).

According to the Spanish Insolvency Law, the insolvency administrator, unilaterally or at the request of the insolvent debtor, may reinstate (*rehabilitación*) facility agreements which were accelerated by the creditor as a result of a payment default (of principal or interest) in the three months preceding the declaration of insolvency, provided that: (i) the insolvency administrator serves a notice of the reinstatement to the creditor before the expiry of the term available to communicate claims (generally, one month from the opening of the insolvency proceedings), and (ii) the administrator pays any due amounts and thereafter shall pay any amounts arising from the credit against the insolvency estate. The foregoing will not be applicable if the creditor has opposed to the reinstatement and has started enforcement proceedings before the declaration of the insolvency.

Liquidation

If neither the debtor nor a creditor proposes a voluntary composition agreement, or if no voluntary composition agreement is approved by the required majority, or if the approved voluntary composition agreement is not subsequently sanctioned by the court, the court will declare the debtor's liquidation. Once the composition agreement is sanctioned by court, liquidation shall be opened upon the petition of the debtor who anticipates it cannot meet the payments and obligations provided in the court-sanctioned composition agreement. The debtor may apply for liquidation at any time during the insolvency proceedings. Likewise, the liquidation may also be triggered at the request of the insolvency administrator if the debtor's business or professional activities have ceased. Although creditors generally lack from legal standing to request the liquidation of the debtor, while a composition agreement is in force the creditors can file a petition for liquidation if court is satisfied with evidences showing the debtor meets the grounds for being subjected to insolvency proceedings.

The opening of the liquidation phase entails several consequences for the debtor and its management, including the following:

- The debtor's management will be dismissed and replaced by the insolvency administrator.
- The court will declare the debtor's dissolution (which would have otherwise required the approval of its shareholders).
- Deferred claims will be accelerated and non-monetary claims will be converted into monetary claims.
- The court will decide if the insolvency is negligent (*concurso culpable*) or not (*concurso fortuito*).

Even if the court orders the liquidation, the debtor's business operations may continue until the court approves a liquidation plan—and also subsequently until the conclusion of the liquidation. Liquidation therefore does not necessarily imply the cessation of the business activities. The Insolvency Law does not establish a mandatory period for concluding the liquidation. The insolvency administrator is required to report quarterly on the liquidation. If the liquidation is not completed within one year, the court may appoint a different insolvency administrator when there is no justified reason for the delay.

Limitation on Validity and Enforcement of Guarantees and Security Interests Granted by Any Spanish Subsidiary

The obligations under the Notes and the Guarantees might not necessarily be enforced in accordance with their respective terms in every circumstance, such enforcement being subject to, inter alia, the nature of the remedies available in the Spanish courts, the acceptance by such court of jurisdiction, the discretion of the courts, the power of such courts to stay proceedings and the availability of defenses. In this regard:

- Spanish law does not possess the concept of "indemnity" in contracts, and the specific reception of this common law notion in the Spanish legal system is still subject to a degree of uncertainty. Spanish law recognizes explicitly liquidated damages provisions, as well as penalty provisions (both dimensions fall within the Spanish term *cláusula penal*). Article 1152 of the Spanish Civil Code establishes that a *cláusula penal* agreed by the parties, unless otherwise determined by the agreement, will be deemed as a substitute for damages (*indemnización de daños*) and the payment of interest (*abono de intereses*) in an event of breach. Spanish courts may modify an agreed *cláusula penal* on an equitable basis if the debtor has partially or irregularly performed the obligations for whose complete breach the *cláusula penal* was foreseen in the contract. Other grounds for the modification of a *cláusula penal* are possible but exceptional.
- Spanish law does not know punitive or exemplary damages, in contract or in tort. On non-contractual grounds, the excessive nature of the punitive or exemplary damages may run counter to Spanish public policy (*orden público*). In contract, there is doubt as to the enforceability in Spain of punitive or exemplary damages.
- Where obligations are to be performed in a jurisdiction outside Spain, they may not be enforceable in Spain to the extent that performance would be illegal under the laws of the relevant jurisdiction. In general, a Spanish court will take into consideration the overriding mandatory provisions of the jurisdiction where the obligations arising out of the contract have to be or have been performed, in so far as those provisions render the performance of the contract unlawful. In considering whether to give effect to those foreign provisions, the court will consider their nature and purpose and the consequences of their application or non-application.
- A Spanish court will apply the overriding mandatory provisions of the laws of Spain. A Spanish court may refuse the application of a provision of a foreign law applicable to the contract if the content of such provision is manifestly incompatible with the public policy (*orden público*) of Spain.
- Spanish law precludes the validity and performance of contractual obligations to be left at the discretion of one of the contracting parties (Article 1256 of the Spanish Civil Code). Therefore, Spanish courts may refuse to uphold and enforce terms and conditions of an agreement giving ample discretionary authority to one of the contracting parties to make binding determinations affecting the other party.
- Spanish law, as construed by the Spanish Supreme Court, sets limits based on good faith to the exercise by one party of the right to terminate an agreement granted by a provision therein, on the basis of a breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main undertakings (such as payment obligations under financing agreements), foreseen under the relevant agreement.
- A Spanish court may not accept acceleration (*vencimiento anticipado*) of an agreement if the default underlying the decision to accelerate were only of minimal or trivial importance. Acceleration, in principle, is to be associated with a material default. . The decision to accelerate an agreement must be based on objective facts and cannot be left to the sole discretion of one party as this would infringe Article 1256 of the Spanish Civil Code. It may not be disregarded that the enforcement of a guarantee or collateral granted by a Spanish Guarantor could require a judgment to be previously rendered in New York declaring the default or acceleration of the secured obligations and the amount due and payable thereunder.
- Under Spanish law, claims may become time-barred due to the lapse of the statute of limitations (five years being the general term established for obligations *in personam* under Article 1964 of the Spanish Civil Code) or an applicable statute of repose. Claims may also be or become subject to the defense of set-off or counterclaim.
- In addition, Article 1851 of the Spanish Civil Code (a provision whose application may be excluded by agreement of the guarantor and the creditor) establishes that an extension granted to a debtor by a creditor without the consent of the guarantor extinguishes the guarantee. The application of this provision is particularly likely when the extension granted may have some potential negative effect to the recovery rights of the guarantor vis-à-vis the debtor.
- In general terms, under Spanish law, any guarantee must guarantee a primary obligation to which it is ancillary. The primary obligation must be clearly identified in the guarantee agreement, and a guarantee such as the Guarantees granted by the Spanish guarantors will be null and void if the obligations it secures are declared null and void and may be affected by any amendment, supplement, waiver, repayment, novation or extinction of our obligations under the Notes The enforcement of guarantees

may be limited since the guarantor may not be required to pay any amount in excess of the amount owed by the principal debtor or under conditions that are less favorable than those applying to the principal debtor.

- The terms "enforceable," "enforceability," "valid," "legal," "binding" and "effective" (or any combination thereof) mean that all the obligations assumed by the relevant party under the relevant documents are of a type enforced by Spanish courts; the terms do not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular, enforcement before the courts will in any event be subject to:

  (a) the nature of the remedies available in the courts;

  (b) damages may be awarded if the specific performance of an obligation is deemed impracticable;

  (c) Spanish public policy (*orden público*);

  (d) the availability of defenses such as (without limitation), set-off (unless validly waived), indirect infringement or circumvention of a mandatory legal rule (*fraude de ley*), abuse in the exercise of rights (*abuso de derecho*), misrepresentation, force majeure, extraordinary unforeseen circumstances, undue influence (and under some laws in Spain other than the common laws of Spain, unfair advantage), fraud, duress, abatement and counter-claim; and

  (e) potential modifications by a court of the obligations deriving from the Spanish guarantees could be exceptionally imposed by Spanish courts when deemed necessary to restore the balance between the obligations of the parties to a contract in the presence of unexpected and exceptional circumstances directly affecting such balance, and such circumstances (i) were unforeseeable when the guarantees were executed, (ii) would not have been expressly or implicitly assumed in the objective risk assessment of the transaction and subjective risk assessment of the parties, and (iii) directly affect the position of the parties and entail a drastic change in the consideration or the reciprocal obligations assumed in the contract, to such an extent that strict compliance with the obligations assumed by one party turns to be nearly impracticable or extremely burdensome.

- The Spanish financial assistance rules set forth in section 143.2 of the Spanish Companies Act regarding Spanish private limited liability companies (*sociedades limitadas*) and in section 150 of the Spanish Companies Act regarding Spanish public limited liability companies (*sociedades anónimas*) provide that Spanish public limited liability companies cannot grant any type of funds, guarantees or any other financial assistance to facilitate the acquisition of its own shares or the shares of their parent companies. This prohibition is broader for private limited liability companies, which cannot provide financial assistance to facilitate the acquisition of their shares, the shares of their parent companies or the shares of other companies within their corporate group. In particular, no Spanish guarantor may secure or guarantee any payment, prepayment, repayment or reimbursement obligation derived from any finance document used, or that may be used, for the purposes of payment of acquisition debt or the refinancing of the same (for the purposes of sections 143.2, 149 or 150, as applicable, of the Spanish Companies Act) or the payment of any costs or transaction expenses related to, or paying the purchase price for, such acquisition.

- In addition, certain defenses available to any additional Spanish Guarantors may limit the amount guaranteed under the Guarantees by reference to the net assets and share capital of such Spanish Guarantors. Under the Spanish Companies Act, Spanish companies (both public limited liability companies (*sociedades anónimas (S.A.)*) and private limited liability companies (*sociedades de responsabilidad limitada (S.L.)*) may issue and guarantee (or provide security for) numbered series of notes and other securities that recognize or create debt, with certain restrictions applicable to limited liability companies (*sociedades de responsabilidad limitada (S.L.*)). Pursuant to section 401 of the Spanish Companies Act, the issuance by entities incorporated in Spain under the form of S.L.s cannot exceed an aggregate maximum amount equal to twice its own funds (*recursos propios*); unless the issue is secured by a mortgage, a pledge of securities, a public guarantee or a joint guarantee from a credit institution. There is no consistent opinion among scholars and practitioners yet nor case law regarding the interpretation of Section 401 of the Spanish Companies Act on whether the restriction set out therein should apply not only to the issuance of notes but also to the guarantee provided by S.L. companies covering such notes. Additionally, S.L.s are prohibited to issue or guarantee (or provide security for) notes convertible into quota shares (*participaciones sociales*).

- The Spanish Companies Act under its section 160f) establishes that deliberating and deciding on matters involving the "acquisition, disposal or transfer" of a company's essential assets falls within the scope of the general shareholders' meeting's jurisdiction (*competencia de la junta general*). Assets are considered essential when the amount of the transaction exceeds 25% of the value of the company's assets shown in the latest approved balance sheet. In the absence of sufficient and conclusive case law (*jurisprudencia),* Spanish scholars (*doctrina*) have not reached a consensus at the time of this issuance as to whether the creation of encumbrances or liens on essential assets of a company (such as pledges or mortgages) shall be deemed to be an act of "disposal" for the purposes of section 160 f) of the Spanish Companies Act and, thus, fall within the scope of the aforementioned section, or whether it shall not be deemed to be an act of "disposal" and, thus, not fall within the scope of this section. The second interpretation would allow for the management body of a company—instead of the general shareholders' meeting—to deliberate and decide on the creation of encumbrances or liens on essential assets of a company. In this regard, the execution of the Security Documents by us has not been submitted to the deliberation and approval of the our general shareholders' meeting.

On demand guarantee

The structure of on demand guarantees is not specifically regulated in the Spanish Civil Code but their validity and effectiveness have been reviewed in several judgments and defined by the Spanish Supreme Court (*Tribunal Supremo*) as autonomous, independent and abstract (*funcionalmente abstractas*) guarantees. These judgments acknowledge the validity of provisions pursuant to which guarantors waive the ability to call on enforceability exceptions different to those arising from the guarantee. Notwithstanding the foregoing, certain case law has also admitted the possibility that, with certain limitations, the guarantor automatically raises the enforceability exception of fraud, bad faith or abuse of right (*abuso de derecho*) where the beneficiary enforces the guarantee in a fraudulent manner or in bad faith.

Trust and Parallel debt

Given that the concept of "trust" and/or "parallel debt" is not recognized under Spanish law, guarantees and security interests require that the beneficiary of the guarantee/ security interests and the creditor to be the same person. Such guarantee/security interests cannot be held by a third party which does not hold the guaranteed/secured claim but purports to hold guarantees/security interests for the parties that do. In any proceedings directly brought within the Spanish jurisdiction against any Spanish Guarantor, the concept of "parallel debt" is likely to be questioned by Spanish courts; we are not aware of any court precedent where a parallel debt constructions has been considered.

Corporate Benefit

All acts and transactions performed and carried out by a Spanish company must be in pursuit of and aligned with its corporate benefit and interest and, in particular, directors have a duty to act in the best interest of the Spanish company, as such interpretations of the laws of Spain by the Spanish courts may limit the ability of Spanish Guarantors to guarantee the Notes. The absence of such a reasonable and justified corporate benefit and interest may constitute grounds to challenge such acts and transactions. When assessing whether or not directors have acted in the best interest of a Spanish company, only the interest of such Spanish company are taken into account. Accordingly, transactions undertaken for the benefit of the group are not always considered consistent with the best interest of a Spanish company. In the context of upstream and cross-stream guarantees, the Spanish Supreme Court has ruled that the subsidiary granting the guarantee or security interest to secure the debt of its parent company or other companies of its group, should receive some kind of consideration or benefit, either directly or indirectly, to compensate the financial burden assumed in the interest of the group. This compensation (i) must be verifiable, even if it is not received simultaneously to the delivery of the guarantee or security; (ii) must be adequate and proportional to the burden assumed by the relevant company in the interest of its group; and (iii) must have an economic value. Furthermore, the action or transaction undertaken in the interest of the group must be justified and must not put the solvency of the subsidiary into jeopardy.

Sweden

Travellink AB, reg. no. 556596-2650, a Guarantor of the Notes (the "Swedish Guarantor"), is incorporated under the laws of Sweden.

As follows from the above under the heading "European Union," the Swedish Guarantor will in principle be subject to insolvency proceedings covered by the Recast Insolvency Regulation if it has its COMI in

Sweden. Any insolvency proceedings applicable to the Swedish Guarantor including any and all of its assets (in Sweden and abroad) will, as a starting point and by virtue of Article 7 of the Recast Insolvency Regulation be governed by Swedish insolvency law (*lex concursus*).

Under Swedish law, a debtor company may be subject to one of two types of insolvency proceedings (i) bankruptcy pursuant to the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*), as amended (the "Swedish Bankruptcy Act"), and (ii) reorganization pursuant to the Swedish Company Reorganization Act (1996:764), as amended (the "Swedish Reorganization Act").

The insolvency laws of Sweden may not be as favorable to creditors as the insolvency laws of other jurisdictions, including, inter alia, in respect of priority of creditors' claims, the ability to obtain post-petition interest and the duration of insolvency proceedings, and hence may limit the ability of creditors to recover payments due on the Notes and the Guarantee provided by the Swedish Guarantor to an extent exceeding the limitations arising under the insolvency laws of other jurisdictions. The following is a brief description of certain aspects of the insolvency laws of Sweden.

Bankruptcy Proceedings

Pursuant to the Swedish Bankruptcy Act, if a company is unable to rightfully pay its debts as they fall due and such inability is not merely temporary, it is deemed insolvent and can be declared bankrupt following a bankruptcy petition filed with the competent district court by the debtor or by a creditor of the debtor.

When declared bankrupt, a receiver in bankruptcy (Sw. *konkursförvaltare*) is appointed by the competent court and will work in the interest of all creditors with the objective of realizing the debtor's assets and distributing the proceeds among the creditors. The bankruptcy estate is deemed to constitute a separate legal entity. The purpose of Swedish bankruptcy proceedings is to wind up a Swedish company in such a way that the company's creditors receive as high a proportion of their claims as possible. The receiver in bankruptcy is required to safeguard the assets and can decide to continue the business or to close it down, depending on what is considered best for all creditors. In general, the receiver in bankruptcy is required to sell the assets of the debtor as soon as possible and to distribute the proceeds in accordance with mandatory priority rules (see below under the heading "*Priority of certain creditors*"). In the interim, the receiver will take over the management and control of the company and its directors and/or managing director will no longer be entitled to represent the company or dispose of the company's assets.

The declaration of bankruptcy does not automatically terminate existing contracts; instead, the receiver in bankruptcy may, under certain circumstances, in its discretion choose to have the bankruptcy estate itself step into any such existing contracts. A clause in a contract which provides that the contract is terminated by reason of a bankruptcy may be unenforceable. If the bankruptcy estate steps into the contract and performance by the creditor is due, the creditor may demand that the bankruptcy estate performs its newly assumed obligations as well or, if a grace period has been granted, request that the bankruptcy estate, without unreasonable delay, provides acceptable security for its performance. If performance by the creditor is not due, the creditor may request security where this is necessary in order to protect it against loss. If the bankruptcy estate does not step into the contract within a reasonable time after the creditor's demand or if it does not comply with the creditor's request to provide security, the creditor may terminate the contract.

Priority of Certain Creditors

When distributing the proceeds, the receiver must follow the mandatory provisions set out in the Swedish Rights of Priority Act (Sw. *förmånsrättslag (1970:979)*), as amended (the "Rights of Priority Act"), which states the order in which creditors have the right to be paid. As a general principle, in bankruptcy proceedings competing claims have equal right to payment in relation to the size of the amount claimed from the debtor's assets. However, some preferential and secured creditors, where such preference or security may arise as a consequence of law, have the benefit of payment before other creditors. There are two types of preferential rights: "specific preferential rights" and "general preferential rights." Specific preferential rights are vested in certain specific property and give the creditor a right to payment out of such property. Such preferential and secured creditors may also under certain circumstances enforce the security in accordance with the Swedish Enforcement Act (Sw. *utsökningsbalken (1981:774)*)(the "Swedish Enforcement Act"), or if the security is provided by way of a pledge on movable assets (Sw. *handpanträtt*), enforce through private enforcement procedures as permitted pursuant to the Swedish Bankruptcy Act. General preferential rights cover all property that belongs to the bankruptcy estate which is not covered by specific rights and give the creditor a right to payment from such property. Claims that

do not carry any of the above mentioned preferential rights or exceed the value of the security provided for such claim (to the extent of such excess), are non-preferential and are of equal standing as against each other (unless subordinated). A claim can be subordinated if, for instance, the creditor has entered into an agreement with the debtor stipulating such subordination.

Limitations on Enforceability due to the Swedish Reorganization Act

The Swedish Reorganization Act provides Swedish companies facing economic difficulty with an opportunity to resolve these difficulties without being declared bankrupt. A petition for company reorganization may be presented to the court by the debtor or a creditor of the debtor however such petition from a creditor of the debtor may be rejected by the debtor. Corporate reorganization proceedings shall, as a main rule, terminate within three months from commencement but may under certain conditions be extended for up to one year.

An administrator (Sw. *rekonstruktör*) is appointed by the court and supervises the day-to-day activities and safeguards the interests of creditors as well as of the debtor. However, the debtor remains in full possession of the business except that the consent of the administrator is required for important decisions such as paying a debt that has fallen due prior to the order of reorganization, granting security for a debt that arose prior to the granting of the reorganization order, undertaking new obligations or transferring, pledging or granting rights in respect of assets of a substantial value for the business. However, the absence of such consent does not affect the validity of the transaction (but may jeopardize the reorganization).

Upon the opening of corporate reorganization proceedings, the administrator must notify the creditors of the reorganization proceedings and will draw up a reorganization plan specifying the proposed actions to be taken to resolve the debtor's difficulties. A creditors' meeting will be held at which the creditors will be given the opportunity to express their opinions as to whether the reorganization should continue. Upon the request of any of the creditors, the court shall appoint a creditors' committee of a maximum of three persons. The administrator shall, if possible, consult with the creditors' committee prior to taking any important decisions.

The corporate reorganization proceedings do not have the effect of terminating contracts entered into by the debtor. However, the opening of corporate reorganization proceedings entails limitations on the contracting counterparty's right to terminate a contract due to the debtor's delay in payment or performance. Such limitations are similar to that which is stated above in respect of a bankruptcy estate's right to step into existing contracts. During the reorganization procedure, the debtor's business activities continue in the ordinary course of business. However, the procedure includes a suspension of payments to creditors and the debtor may not pay a debt that fell due prior to the order of reorganization without the consent of the administrator and such consent may only be granted should there be exceptional reasons for doing so and any petition for bankruptcy in respect of the debtor will be stayed. A moratorium also applies to execution in respect of a claim or enforcement of security during corporate reorganization proceedings unless the security assets are in the physical possession of the secured creditor or any agent acting on behalf of such creditor.

The debtor may apply to the court requesting "public composition" proceedings (Sw. *offentligt ackord*) which means that the amount of a creditor's claim may be reduced. The proposal for a "public composition" must meet certain requirements such as that a sufficient proportion of the creditors which are allowed to vote, in respect of a sufficient proportion of the outstanding claims vote in favor of such public composition. Creditors with set-off rights and secured creditors will not participate in the composition unless they wholly or partly waive their set-off rights or priority rights. Should the security not cover a secured creditor's full claim, the remaining claim will, however, be part of a public composition. A creditors' meeting is convened to vote on the proposed public composition. The public composition is binding for all known and unknown creditors that had a right to participate in the public composition proceedings, i.e., also creditors who have not attended the creditors' meeting will be bound. However, the obligations of a guarantor under a guarantee provided in respect of a creditor's claim which has been reduced by way of public composition pursuant to the provisions of the Swedish Reorganization Act will not be reduced correspondingly and the guarantor will remain entitled to require payment according to the terms of the guarantee.

Liquidation due to Capital Deficiency

Pursuant to the Swedish Companies Act (Sw. *aktiebolagslagen* (2005:551)), as amended (the "Swedish Companies Act"), whenever a company's board of directors has a reason to assume that, as a result of

losses or reductions in the value of the company's assets or any other event, the company's equity is less than half the registered share capital, the company's board of directors shall prepare a special balance sheet (Sw. *kontrollbalansräkning*) and have the auditors examine it. The same obligation arises if the company in connection with enforcement pursuant to Chapter 4 of the Swedish Enforcement Act is found to lack seizeable assets.

If the special balance sheet shows that the equity of the company is less than half of the registered share capital, the board of directors shall, as soon as possible, issue a notice to call a shareholders' meeting which shall consider whether the company shall go into liquidation (initial shareholders' meeting). The special balance sheet and an auditor's report with respect thereto shall be presented at the initial shareholders' meeting.

If the special balance sheet presented at the initial shareholders' meeting fails to show that, on the date of such meeting, the equity of the company amounts to the registered share capital and the initial shareholders' meeting has not resolved that the company shall go into liquidation, the shareholders' meeting shall, within eight months of the initial shareholders' meeting, reconsider the issue of whether the company shall go into liquidation (second shareholders' meeting). Prior to the second shareholders' meeting, the board of directors shall prepare a new special balance sheet and cause such to be reviewed by the company's auditors. The new special balance sheet and an auditor's report thereon shall be presented at the second shareholders' meeting.

A shareholders' resolution on liquidation of the company shall be registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*), which shall appoint a liquidator. Should the shareholders not resolve on such voluntary liquidation where required (which is where (i) a second shareholders' meeting is not held within the period of time stated above, or (ii) the new special balance sheet which was presented at the second shareholders' meeting was not reviewed by the company's auditor or fails to show that, on the date of such meeting, the equity of the company amounts to at least the registered share capital), the court may put the company into compulsory liquidation and appoint a liquidator. The liquidator takes over management and control of the company and shall sell the company's assets and settle the company's debts with the proceeds. The liquidator shall give notice to the company's unknown creditors and creditors that have not lodged their claims with the liquidator within six months following such notice will have forfeited their rights to their claims.

Challengeable Transactions

In Swedish bankruptcy and, if certain conditions are met, company reorganization proceedings, transactions can (in certain circumstances and subject to different time limits) be reversed and the goods or monies can then be returned to the bankruptcy estate or the company subject to company reorganization. Broadly, these transactions include, among others, situations where the debtor has conveyed property fraudulently or preferentially to one creditor to the detriment of one or more of its other creditors before the initiation of the relevant insolvency proceedings, created a new security interest, granted a guarantee or security that was either not stipulated at the time when the secured obligation arose or not perfected without delay after such time and the delay is not considered to be ordinary, or paid a debt that is not due or that is considerable compared to the value of the debtor's assets or if the payment is made by using unusual means of payment. In the majority of situations, a claim for recovery can be made concerning actions that were made during the three-month period preceding the commencement of the relevant Swedish insolvency proceedings. In certain situations, longer time limits apply and in others there are no time limits. These include, among others, situations where the other party to an agreement or other arrangement is deemed to be a closely related party to the debtor such as a subsidiary or parent company and situations where the other party to an agreement or other arrangement are aware of, inter alia, the insolvency of the debtor.

Limitations on the Validity and Value of a Guarantee

If a Swedish limited liability company (a "Swedish Company") provides a guarantee without receiving sufficient corporate benefit in return, such guarantee will, according to the Swedish Companies Act, in whole or in part, constitute a transfer of value from a Swedish Company which would be unlawful if, and to the extent (i) the Swedish Company would have insufficient cover for its restricted equity capital after such value transfer, or (ii) if it would not be considered prudent by the Swedish Company to undertake the value transfer after having taken into consideration the equity requirements imposed by the nature, scope and risks relating to the Swedish Company's business or the Swedish Company's need to strengthen its balance sheet, liquidity or financial position.

This could be the case if, at the time the guarantee for the obligations of a third party is provided by a Swedish Company, such third party is deemed unable to fulfil its obligation to indemnify the Swedish Company if the guarantee is utilized. Furthermore, this could also be the case if a Swedish Company provides a guarantee in respect of debt owed by a company which is not the subsidiary of the Swedish Company without the Swedish Company receiving sufficient corporate benefit in return.

The Guarantee provided by the Swedish Guarantor is limited in accordance with the above restrictions relating to corporate benefit and contains limitation language limiting the liability of the Swedish Guarantor thereunder if required by the abovementioned restrictions relating to unlawful value transfers.

The Swedish Companies Act also prohibits a Swedish Company from providing a guarantee for a loan that is provided to facilitate the acquisition of shares in the Swedish Company itself or any of its group companies (with the exception of its subsidiaries) and a Swedish Company may not provide a guarantee for the obligations of a parent or sister company, unless the parent company of the group, to which the company and such parent or sister company belongs, is domiciled within the EEA or unless the guarantee is provided for the debtor's business operations and for purely commercial reasons.

Trust

Currently, Swedish law does not contain any provisions for trusts to be formed and trustees to be appointed. While Swedish law does not know the concept of trust, it is generally believed that a trustee that has been appointed under foreign law, provided that a trustee is capable of being appointed under the laws governing such appointment, will be recognized and acknowledged in Sweden and that such an appointed trustee may be able to claim and enforce or procure the enforcement of the rights of the beneficiaries under the trust, subject to the terms of the relevant documents.

Parallel Debt

The concept of parallel debt arrangements is not generally recognized under Swedish law and any agreement or document may not be enforceable to the extent it purports to effect such arrangements.

United States of America

Under the U.S. Bankruptcy Code or comparable provisions of U.S. state fraudulent transfer or fraudulent conveyance laws, the incurrence of the obligations under the Notes, the issuance of the Guarantees and the grant of Collateral, whether now or in the future, by us and the Guarantors (together, the "Obligors") could be avoided, if, among other things, at the time the Obligors incurred the obligations, issued the related Guarantee or gave the Collateral, the Obligors intended to hinder, delay or defraud any present or future creditor; or received less than reasonably equivalent value or fair consideration for the incurrence of such indebtedness or the grant of such Collateral and either:

- were insolvent or rendered insolvent by reason of such incurrence or grant of security;
- were engaged in a business or transaction for which the Obligors' remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that they would incur, debts beyond their ability to pay such debts as they mature.

The right of a holder of the Notes to enforce its security interests against the Obligors upon the occurrence of an event of default under the Indenture governing the Notes is likely to be significantly impaired by applicable U.S. bankruptcy law if we became subject to a case under the U.S. Bankruptcy Code before such security interest was enforced. Upon the commencement of a case under the U.S. Bankruptcy Code, a secured creditor, such as a holder of Notes, is prohibited by the automatic stay imposed by the U.S. Bankruptcy Code from obtaining possession or exercising control over its collateral or enforcing its security interest against a debtor in a U.S. bankruptcy case, without a U.S. bankruptcy court's approval, which may not be given. Moreover, the U.S. Bankruptcy Code permits the debtor to continue to retain and use collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The term "adequate protection" is not defined in the U.S. Bankruptcy Code, but it includes making periodic cash payments, providing an additional or replacement lien or granting other relief, in each case, to the extent that the collateral decreases in value during the pendency of the U.S. bankruptcy case as a result of, among other things, the use, sale or lease of such collateral or the imposition of the automatic stay. The type of adequate protection provided to a secured creditor may vary according to circumstances. A U.S. bankruptcy court may determine that a secured

creditor may not require additional adequate protection for a diminution in the value of its collateral if the value of the collateral exceeds the amount of the debt that it secures.

In view of the automatic stay, the lack of a precise definition of the term "adequate protection" and the broad discretionary power of a U.S. bankruptcy court, it is impossible to predict:

- whether or when a holder of the Notes could enforce its security interests;
- the value of the Collateral at the time of the bankruptcy petition; or
- whether or to what extent holders of the Notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

Any future grant of security interest with regard to the Collateral in favor of the Notes, including pursuant to security documents delivered after the date of the Indenture governing the Notes, might be avoidable by the grantor (as debtor in possession) or by its trustee in bankruptcy as a preference if certain events or circumstances exist or occur, including, among others, if the grantor is insolvent at the time of the grant, the security interest permits the holders of the Notes to receive a greater recovery than if the bankruptcy case were a case under chapter 7 of the U.S. Bankruptcy Code and the security had not been given and a bankruptcy case in respect of the grantor is commenced within 90 days following the grant, or in certain circumstances, a longer period.

Gibraltar

One of the Guarantors is a company incorporated under the laws of Gibraltar (the "Gibraltar Obligor"). Therefore, any main insolvency proceedings in respect of the Gibraltar Obligor would likely be commenced in Gibraltar. However, pursuant to the Recast Insolvency Regulation, where a Gibraltar company conducts business in another member state of the European Union, the jurisdiction of the Gibraltar courts may be limited if the company's COMI is found to be in another Member State. See "—European Union." There are a number of factors that are taken into account to ascertain the COMI. The COMI should correspond to the place where the company conducts the administration of its interests on a regular basis and is therefore ascertainable by third parties. The place of the registered office of the company is presumed to be the COMI in the absence of proof to the contrary. The point at which this issue falls to be determined is at the time that the relevant insolvency proceedings are opened.

In respect of the references to European Union Law mentioned in the above paragraph, Gibraltar formed part of the United Kingdom for European Union purposes and by virtue of the EUWA and the European Union (Withdrawal Agreement) Act 2020 in the United Kingdom and the parallel European Union (Withdrawal Agreement) Act 2019 (the "Gibraltar 2019 Withdrawal Act") and the European Union (Withdrawal Agreement) Act 2020 in Gibraltar, the United Kingdom and Gibraltar both exited the European Union on January 31, 2020. The implementation period under which EU law continued to apply expired in Gibraltar on December 31, 2020. However, pursuant to section 5 of the Gibraltar 2019 Withdrawal Act, any domestic legislation which implemented European Union Law which was in force immediately beyond the end of the implementation period will continue to apply in Gibraltar to the extent not subsequently amended or repealed) and pursuant to section 6 of the Gibraltar 2019 Withdrawal Act any direct European Union Legislation which applied to Gibraltar prior to the end of the implementation period continues to apply in Gibraltar to the extent not subsequently amended or repealed. The aforementioned EU provisions and domestic implementing provisions, therefore, continue to apply unless and until they are amended or repealed.

Fixed and Floating Charges

There are a number of ways in which fixed charge security has an advantage over floating charge security, including (a) an administrator appointed to a charging company can convert floating charge assets to cash and use such cash, or use cash subject to a floating charge, to meet administration expenses (which can include the costs of continuing to operate the charging company's business) while in administration in priority to the claims of the floating charge holder; (b) a fixed charge, even if created after the date of a floating charge, may have priority as against the floating charge over the charged assets; (c) general costs and expenses (including the liquidator's remuneration) properly incurred in a winding-up are payable out of the company's assets (including the assets that are the subject of the floating charge) in priority to floating charge claims; (d) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the charging company so as to give a third party good title to the assets free of the floating charge and meaning that there is a risk of security being granted over

such assets in priority to the floating charge security; (e) floating charge security is subject to certain challenges under Gibraltar law, please see "—Challenges to guarantees and security—Grant of floating charge"; and (f) floating charge security is subject to the claims of preferential creditors (such as occupational pension scheme contributions and salaries owed to employees) and to ring-fencing please see "—Administration."

There is a possibility that a Gibraltar court could recharacterize fixed security interests purported to be created by a security document as floating charges, and the description given to security interests by the parties is not determinative. Whether security interests labelled as fixed will be upheld as fixed security interests rather than floating security interests will depend, among other things, on whether the chargee has the requisite degree of control over the relevant chargor's ability to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee prior to crystallization, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge in the security documents.

Administration

The Insolvency Act 2011 of Gibraltar (the "IA11") enables the Supreme Court of Gibraltar to make an administration order in respect of a Gibraltar company in certain circumstances. An administration order can be made if the court is satisfied that the relevant company is or is likely to become insolvent as defined in section 10 of the IA11 and that the administration order is reasonably likely to achieve one or more of the objectives specified in 45(1) of the IA11. An administrator can also be appointed out of court by the company, its directors or the holder of a qualifying floating charge, and different procedures apply according to the identity of the appointor. In general, during the administration, no proceedings or other legal process may be commenced or continued against the debtor or security enforced over the company's property, except with leave of the court or the consent of the administrator. Certain creditors of a company in administration may be able to realize their security over that company's property notwithstanding the statutory moratorium. This is by virtue of the disapplication of the moratorium in relation to a "security financial collateral agreement" under the Financial Collateral Arrangements Act 2004 of Gibraltar. If the Gibraltar Obligor were to enter administration, it is possible that the guarantee granted by it may not be enforced while it is in administration, without the leave of the court or consent of the administrator. In addition, other than in limited circumstances, no administrative receiver can be appointed by a secured creditor in preference to an administrator, and any already appointed receiver must resign if requested to do so by the administrator. Where the company is already in administration no receiver may be appointed.

In addition, under the IA11 any debt payable in a currency other than pounds sterling (such as Euro, in the case of the Notes) must be converted into pounds sterling at the "official exchange rate" prevailing at the date when the debtor went into liquidation or administration. This provision overrides any agreement between the parties. The "official exchange rate" for these purposes is the closing mid-point rate published in the European edition of the Financial Times for the relevant date. In the absence of a published rate, the rate used shall be determined by the Supreme Court. Accordingly, in the event that a Gibraltar Obligor goes into liquidation or administration, holders of the Notes may be subject to exchange rate risk between the date that such Gibraltar Obligor went into liquidation or administration and the date of receipt of any amounts to which such holders of the Notes may become entitled.

Liquidation

Liquidation is a winding-up procedure applicable to companies incorporated under the laws of Gibraltar. There are three ways the Gibraltar Obligor may be placed into liquidation or "wound up": (1) Members' Voluntary Liquidation under the Companies Act 2014 of Gibraltar ("CA14") (which is a procedure available to solvent companies only), (2) Creditors' Voluntary Liquidation and (3) Compulsory Liquidation.

On the liquidation of a Gibraltar company, there is no automatic statutory moratorium in place preventing the holders of security interests Gibraltar taking steps to enforce those security interests.

Challenges to Guarantees and Security

There are circumstances under Gibraltar insolvency law in which the granting by a Gibraltar company of security and guarantees can be challenged. In most cases this will only arise if the company is placed into administration or liquidation within a specified period (as set out in more detail below) of the granting of

the guarantee or security. Therefore, if during the specified period an administrator or liquidator is appointed to a Gibraltar company, he may challenge the validity of the guarantee or security given by such company.

The following potential grounds for challenge may apply to guarantees and charges.

Perfection of security

Where a Gibraltar company grants a security falling within the scope of section 168 at a time when the company is registered in Gibraltar shall, so far as any security on the company's property or undertaking is concerned, be void against the liquidator and any creditor of the company, unless—the prescribed particulars of that security and the instrument (if any) by which the relevant charge is created are delivered to or received by the Registrar of Companies of Gibraltar for registration in the manner required by the CA14 within the period of 30 days beginning with the date of creation of the charge.

Transaction at an Undervalue

Under Gibraltar law, a liquidator or administrator of a Gibraltar company can apply to the Supreme Court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or guarantee constituted a transaction at an undervalue. There will only be a transaction at an undervalue if, at the time of the transaction or as a result of the transaction, the Gibraltar company was or becomes insolvent (as defined in IA11). The transaction can be challenged if the Gibraltar company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar company grants the security interest or the guarantee. A transaction might be subject to being set aside as a transaction at an undervalue if the company makes a gift to a person, if the company receives no consideration or if the company receives consideration of significantly less value, in money or money's worth, than the consideration given by such company. However, a court generally will not intervene if it is satisfied that the company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing the transaction would benefit it. If the court determines that the transaction was a transaction at an undervalue the court can make such order as it thinks fit to restore the position to what it would have been in if the transaction had not been entered into. It is for the administrator or liquidator to demonstrate that the Gibraltar company was insolvent unless a beneficiary of the transaction was a connected person (as defined in the Insolvency Rules 2014 of Gibraltar (the "Rules")), in which case there is a presumption of insolvency and the connected person must demonstrate the solvency of the Gibraltar company in such proceedings.

Unfair Preference

Under Gibraltar law, a liquidator or administrator of a Gibraltar company could apply to the court for an order to set aside the creation of a security interest or a guarantee if such liquidator or administrator believes that the creation of such security interest or such guarantee constituted an unfair preference. There will only be a preference if, at the time of the transaction or as a result of the transaction, the Gibraltar company was or becomes Insolvent (as defined in the IA11). The transaction can be challenged if the Gibraltar company enters into liquidation or administration proceedings within a period of six months (if the beneficiary of the security or the guarantee is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar company grants the security interest or the guarantee. A transaction will constitute a factual preference if it has the effect of putting a creditor of the Gibraltar company (or a surety or guarantor for any of the company's debts or liabilities) in a better position (in the event of the company going into insolvent liquidation) than such creditor, guarantor or surety would otherwise have been in had that transaction not been entered into. If the court determines that the transaction constituted such a preference, the court has very wide powers for restoring the position to what it would have been if that preference had not been given, which could include reducing payments in respect of the Guarantee of the Gibraltar Obligor (although there is protection for a third party who enters into one of the transactions in good faith and without notice). However, for the court to do so, it must be shown that in deciding to give the factual preference the Gibraltar company was influenced by a desire to produce the preferential effect. It is for the administrator or liquidator to demonstrate that the Gibraltar company was insolvent at the relevant time and that the company was influenced by a desire to produce the preferential effect, unless the beneficiary of the transaction was a connected person (as defined in Rules) (other than an employee), in

which case there is a presumption that the company was influenced by a desire to produce the preferential effect and the connected person (as defined in the Rules) must demonstrate in such proceedings that there was no such influence.

We cannot assure holders of the Notes that, in the event of insolvency, the giving of the Guarantee by the Gibraltar Obligor would not be challenged by a liquidator or administrator or that a court would support the Group's analysis that (in any event) the Guarantee was entered into in good faith for the purposes described above. If a court were to avoid any giving of any Guarantee as a result of a transaction at an undervalue or preference, or held it unenforceable for any other reason, you would cease to have any claim against the Guarantor giving such Guarantee.

Transaction Defrauding Creditors

Under Gibraltar law, where it can be shown that a transaction was at an undervalue and was made for the purposes of putting assets beyond the reach of a person who is making, or may make, a claim against a Gibraltar company, or of otherwise prejudicing the interests of a person in relation to the claim, which that person is making or may make, the transaction may be set aside by the court as a transaction defrauding creditors. This provision may be used by any person who is a "victim" of the transaction and is not therefore limited to liquidators or administrators. There is no time limit within which the challenge must be made, and the relevant company does not need to be insolvent at the time of the transaction. If the court determines that the transaction was a transaction defrauding creditors, the court can make such orders as it thinks fit to restore the position to what it would have been if the transaction had not been entered into and to protect the interests of the victims of the transaction.

Extortionate Credit Transaction

An administrator or a liquidator can apply for a court to set aside an extortionate credit transaction. The court can review extortionate credit transactions entered into by the Gibraltar Obligor up to three years before the day on which the Gibraltar Obligor entered into administration or went into liquidation. A transaction is "extortionate" if, having regard to the risk accepted by the person providing the credit, the terms of it are (or were) such as to require grossly exorbitant payments to be made (whether unconditionally or in certain contingencies) in respect of the provision of the credit or it otherwise grossly contravened ordinary principles of fair dealing.

Grant of Floating Charge

Under Gibraltar law, if the Gibraltar Obligor is unable to pay its debts at the time of (or as a result of) granting a floating charge, and the floating charge was granted within the specified period referred to below, then such floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar Obligor at the same time as or after the creation of the floating charge. The requirement for the Gibraltar Obligor to be insolvent at the time of (or as a result of) granting the floating charge does not apply where the floating charge was granted within the specified period referred to below and is granted to a connected person (as defined in the Rules). If the floating charge is granted to a connected person (as defined in the Rules), and the floating charge was granted within the specified period referred to below, then the floating charge is invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar Obligor at the same time as or after the creation of the floating charge, whether the Gibraltar Obligor is solvent or insolvent. The granting of the charge can be challenged only if the Gibraltar Obligor enters into liquidation or administration proceedings within a period of six months (if the beneficiary is not a connected person (as defined in the Rules)) or two years (if the beneficiary is a connected person (as defined in the Rules)) from the date the Gibraltar Obligor grants the floating charge. However, if a floating charge qualifies as a "security financial collateral agreement" under the Financial Collateral Arrangements Act 2004 of Gibraltar, the floating charge will not be subject to challenge as described in this paragraph. An administrator or a liquidator, as applicable, does not need to apply to court for an order declaring that a floating charge is invalid. Any floating charge created during the relevant time period is automatically invalid except to the extent of the value of the money paid to, or goods or services supplied to, or any discharge or reduction of any debt of, the Gibraltar company at the same time as or after the creation of the floating charge (plus certain interest), whether the relevant Gibraltar company is solvent or insolvent at the time of grant.

BOOK-ENTRY, DELIVERY AND FORM

General

The Notes issued to qualified institutional buyers (as defined in Rule 144A under the Securities Act) in reliance on Rule 144A (the "Rule 144A Global Notes") will in each case initially be represented by one or more global Notes in registered form without interest coupons attached and the Notes issued to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act (the "Regulation S Global Notes") will in each case initially be represented by one or more global Notes in registered form without interest coupons attached. The Rule 144A Global Notes together with the Regulation S Global Notes are collectively referred to as the "Global Notes." The Global Notes were deposited with a common depositary, and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Rule 144A Global Notes (the "Restricted Book-Entry Interests") and ownership of interests in the Regulation S Global Notes (the "Unrestricted Book-Entry Interests" and, together with the Restricted Book-Entry Interests, the "Book-Entry Interests") will be limited to persons that have accounts with Euroclear or Clearstream or persons that hold interests through such participants.

Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. Except under the limited circumstances described below, Notes will not be issued in definitive form.

Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream and their participants. The laws of some jurisdictions, including some states of the United States, may require that certain purchasers of securities take physical delivery of those securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book-Entry Interests. In addition, while the Notes are in global form, holders of Book-Entry Interests will not be considered the owners or "holders" of Notes for any purpose.

So long as the Notes are held in global form, Euroclear or Clearstream, as applicable, will be considered the sole holder(s) of the Global Notes for all purposes under the Indenture governing the Notes. In addition, participants must rely on the procedures of Euroclear or Clearstream, as applicable, and indirect participants must rely on the procedures of the participants through which they own Book-Entry Interests to transfer their interests or to exercise any rights of holders under the Indenture governing the Notes. Neither we nor the Trustee will have any responsibility or be liable for any aspect of the records relating to the Book-Entry Interests.

Payments on Global Notes

Payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, interest and Additional Amounts, if any) will be made by us to the common depositary or its nominee for Euroclear and Clearstream. The common depositary or its nominee will distribute such payments to participants in accordance with their procedures. Payments of all such amounts will be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made by any applicable law or regulation of Luxembourg or otherwise as described under "Description of the Notes—Additional Amounts," then, to the extent described under "Description of the Notes—Additional Amounts," such Additional Amounts will be paid as may be necessary in order that the net amounts received by any holder of the Global Notes or owner of Book-Entry Interests after such deduction or withholding will equal the net amounts that such holder or owner would have otherwise received in respect of such Global Note or Book-Entry Interest, as the case may be, absent such withholding or deduction. We expect that payments by participants to owners of Book-Entry Interests held through those participants will be governed by standing customer instructions and customary practices. Under the terms of the Indenture governing the Notes, we and the Trustee will treat the registered holder of the Global Notes (e.g., Euroclear or Clearstream (or their respective nominees)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we, the Trustee nor any of our or the Trustee's agents have or will have any responsibility or liability for:

(1) any aspect of the records of Euroclear or Clearstream or of any participant or indirect participant relating to or payments made on account of a Book-Entry Interest, or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or any participant or indirect participant relating to or payments made on account of a Book-Entry Interest;

(2) Euroclear or Clearstream or any participant or indirect participant; or

(3) the records of the common depositary.

Currency of payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of the Global Notes will be paid to holders of interest in such Notes through Euroclear or Clearstream in Euros.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of Notes only at the direction of one or more participants to whose account the Book-Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes. However, if there is an Event of Default under the Notes, Euroclear and Clearstream reserve the right to exchange the Global Notes for Definitive Registered Notes in certificated form, and to distribute such Definitive Registered Notes to its participants.

Transfers

Transfers between participants in Euroclear and Clearstream will be effected in accordance with Euroclear and Clearstream rules and will be settled in immediately available funds. If a holder of Notes requires physical delivery of Definitive Registered Notes for any reason, including to sell Notes to persons in states which require physical delivery of such securities or to pledge such securities, such holder of Notes must transfer its interest in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the procedures set forth in the Indenture governing the Notes.

The Global Notes will bear a legend to the effect set forth in "Notice to Investors." Book-Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements discussed under "Notice to Investors."

Transfer of Restricted Book-Entry Interests to persons wishing to take delivery of Restricted Book-Entry Interests will at all times be subject to such transfer restrictions.

Restricted Book-Entry Interests may be transferred to a person who takes delivery in the form of any Unrestricted Book-Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the Indenture governing the Notes) to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) under the Securities Act.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in the other Global Note will, upon transfer, cease to be a Book-Entry Interest in the first mentioned Global Note and become a Book-Entry Interest in such other Global Note, and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the Indenture governing the Notes, owners of the Book-Entry Interests will receive Definitive Registered Notes only:

(1) if Euroclear or Clearstream notifies us that it is unwilling or unable to continue to act and a successor is not appointed by us within 90 days; or

(2) if Euroclear or Clearstream so requests following an Event of Default under the Indenture governing the Notes.

Information concerning Euroclear and Clearstream

Euroclear and Clearstream hold securities for participating organizations and facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide to their participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded

securities and securities lending and borrowing. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear or Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodian relationship with Euroclear or Clearstream participants, either directly or indirectly.

Trustee's Powers

In considering the interests of the holders of the Notes, while title to the Notes is registered in the name of a nominee for a clearing system, the Trustee may have regard to any information provided to it by that clearing system as to the identity (either individually or by category) of its accountholders with entitlements to Notes and may consider such interests as if such accountholders were the holders of the Notes.

Enforcement

For the purposes of enforcement of the provisions of the Indenture governing the Notes against the Trustee, the persons named in a certificate of the holder of the Notes in respect of which a Global Note is issued shall be recognized as the beneficiaries of the trusts set out in the Indenture governing the Notes to the extent of the principal amounts of their interests in Notes set out in the certificate of the holder, as if they were themselves the holders of Notes in such principal amounts.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not constitute tax advice and does not purport to be a complete analysis of all tax considerations relating to the Notes, as applicable, whether in Spain or elsewhere. Holders should consult their own tax advisors as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Offering Memorandum and is subject to any change in law that may take effect after such date.

Holders should also note that the appointment of a custodian, collection agent or similar person in relation to such Notes in any jurisdiction may have tax implications. Holders should consult their own tax advisors in relation to the tax consequences for them of any such appointment.

Spanish Tax Considerations

The following summary describes the main Spanish tax implications related to the holding or transfer of the Notes by holders that are resident or non-resident in Spain for tax purposes that are the beneficial owners of the Notes.

The information provided below does not purport to be a complete analysis of the tax law and practice currently applicable in Spain, and it is not intended to be, nor should it be construed to be, legal or tax advice, and does not address all the tax consequences applicable to all categories of holders, some of which (such as look through entities or holders of the Notes by reason of employment) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisors as to the tax consequences, of purchasing, owning and disposing of Notes. This tax section is based on Spanish law as in effect on the date of this Offering Memorandum as well as on administrative interpretations thereof, and does not take into account any changes in the law implemented after the date of this Offering Memorandum. It does not indicate the tax treatment applicable under the regional tax regimes in the Historical Territories of the Basque Country and the Community of Navarre, or under the provisions passed by autonomous regions which may apply to specific holders for specific taxes. References in this section to holders include the beneficial owners of the Notes, where applicable.

The information provided below has been prepared in accordance with the following Spanish tax legislation in force at the date of this Offering Memorandum:

(i) of general application, Additional Provision One of Law 10/2014, of 26 June on the management, supervision and solvency of credit institutions ("Law 10/2014"), as well as Royal Decree 1065/2007 ("Royal Decree 1065/2007"), of 27 July, as amended by Royal Decree 1145/2011 of July 29, establishing information obligations in relation to preferential holdings and other debt instruments and certain income obtained by individuals resident in the EU and other tax rules;

(ii) for individuals with tax residency in Spain who are personal income tax ("Personal Income Tax") taxpayers, Law 35/2006, of 28 November on Personal Income Tax and on the partial amendment of the Corporate Income Tax Law, Non Residents Income Tax Law and Wealth Tax Law as amended, (the "Personal Income Tax Law"), and Royal Decree 439/2007, of 30 March, promulgating the Personal Income Tax Regulations as amended, along with Law 19/1991, of June 6, 1991, on the Net Wealth Tax and Law 29/1987, of December 18, 1987, on the Inheritance and Gift Tax, as amended ("IGT");

(iii) for legal entities resident for tax purposes in Spain which are corporate income tax ("CIT") taxpayers, Law 27/2014, of 27 November, of the Corporate Income Tax Law, and Royal Decree 634/2015, of 10 July, promulgating the Corporate Income Tax Regulations as amended (the "CIT Regulations"); and

(iv) for individuals and entities who are not resident for tax purposes in Spain which are subject to the Spanish Non-Resident Income Tax ("NRIT"), Royal Legislative Decree 5/2004, of March 5, 2004, promulgating the Consolidated Text of the NRIT Law, as amended, and Royal Decree 1776/2004, of July 30, 2004, promulgating the NRIT Regulations, along with Law 19/1991, of June 6, 1991, on the Net Wealth Tax and Law 29/1987, of December 18, 1987, on the IGT.

Whatever the nature and residence of the beneficial owners of the Notes, the acquisition and transfer of Notes is exempt from Financial Transaction Tax ("*Impuesto de Transacciones Financieras*") and other indirect taxes in Spain, including transfer tax and stamp duty, in accordance with the consolidated text of

such taxes promulgated by Royal Legislative Decree 1/1993, of September 24, 1993, and exempt from value added tax, in accordance with Law 37/1992, of December 28, 1992, regulating such tax and article 314 of the Consolidated Text of the Spanish Securities Market Law and related provisions.

Individuals resident in Spain for tax purposes

Personal Income Tax (Impuesto sobre la Renta de las Personas Físicas)

Both interest periodically received and income deriving from the transfer, redemption or repayment of the Notes would constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the Personal Income Tax Law, and should be included in each investor's taxable savings and taxed at the tax rate applicable from time to time, currently at the rate of 19% for taxable income up to €6,000; 21% for taxable income between €6,000.01 to €50,000; 23% for taxable income between €50,000.01 to €200,000 or 26% for any amount in excess of€200,000.

As a general rule, both types of income are subject to withholding tax on account at the rate of 19%. However, according to Section 44.5 of Royal Decree 1065/2007, of 27 July, we will make interest payments to individual holders who are resident for tax purposes in Spain without withholding provided that the relevant information about the Notes set out in Annex C is submitted by the Paying Agent in a timely manner.

Notwithstanding the above, withholding tax at the applicable rate of 19% may have to be deducted by other entities (such as depositaries, institutions or financial entities) provided that such entities are resident for tax purposes in Spain or have a permanent establishment in the Spanish territory.

In any event, individual holders may credit the withholding against their Personal Income Tax liability for the relevant fiscal year and may be refundable pursuant to Section 103 of the Personal Income Tax Law.

Reporting Obligations

We will comply with the reporting obligations set out in the Spanish tax laws with respect to Noteholders who are individuals resident in Spain for tax purposes.

Net Wealth Tax (Impuesto sobre el Patrimonio)

Individuals resident in Spain for tax purposes are subject to Net Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation of autonomous regions). Therefore, they should take into account the value of the Notes which they hold as at 31 December in each year, the applicable rates ranging between 0.2% and 3.5% (although the final tax rates may vary depending on any applicable regional tax laws) and that some reductions may apply.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals with tax residency in Spain who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. As at the date of this Offering Memorandum, the applicable tax rates currently range between 7.65% and 81.6% depending on the relevant factors (such as previous net wealth or family relationship between the transferor and transferee) although the final tax rate may vary depending on any applicable regional tax laws.

Legal Entities resident in Spain for tax purposes

Corporate Income Tax (Impuesto sobre Sociedades)

Both interest accrued and income deriving from the transfer, redemption or repayment of the Notes must be included in the taxable income of legal entities with tax residency in Spain and are subject to Spanish CIT, generally, at a 25% rate.

No withholding on account of CIT is imposed on such income provided that the Paying Agent provides us, in a timely manner, with a duly executed and completed Payment Statement) and that Law 10/2014 applies in connection with the Notes. See "—*Compliance With Certain Requirements In Connection With Income Payments*".

However, in the case of Notes held by entities resident in Spain and deposited with a Spanish resident entity acting as depositary or custodian, payments of interest and income obtained upon the transfer of

the Notes may be subject to withholding tax at a 19% rate if the Notes do not comply with the exemption requirements specified in the ruling issued by the Spanish Tax Authorities (*Dirección General de Tributos*) dated 27 July 2004 and require a withholding to be made.

Notwithstanding the above, amounts withheld, if any, may be offset by the entity against its final Spanish CIT liability.

Reporting Obligations

We will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are legal persons or entities resident in Spain for tax purposes.

Individuals and legal entities that are not resident in Spain for tax purposes

Holders acting in respect of the notes through a permanent establishment in Spain

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes). If the Notes are held by a permanent establishment in Spain of a person or legal entity that is not resident in Spain for non-resident income tax purposes, tax rules applicable to income deriving from such Notes are similar to those applicable for CIT taxpayers in Spain.

Holders not acting in respect of the Notes through a permanent establishment in Spain

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes). Interest due and income deriving from the transfer, redemption or repayment of the Notes, obtained by individuals or entities that are not resident in Spain for tax purposes and do not act, with respect to the Notes, through a permanent establishment in Spain, are exempt from NRIT and therefore no withholding on account of NRIT is levied on such income provided that the Paying Agent provides us, in a timely manner, with a duly executed and completed Payment Statement, as set forth in article 44 of Royal Decree 1065/2007 and that Law 10/2014 applies in connection with the Notes. See "—*Compliance With Certain Requirements In Connection With Income Payments*".

Net Wealth Tax (Impuesto sobre el Patrimonio)

Individuals not resident in Spain for tax purposes are subject to Net Wealth Tax in Spain, which imposes a tax on property and rights in excess of €700,000 when such property is located in Spain, or those rights can be exercised within the Spanish territory. Net Wealth Tax accrues on such assets and rights held on December 31 of any fiscal year. Net Wealth Tax is due at marginal rates varying between 0.2% and 3.5%. Autonomous regions in Spain has enacted specific legislation on Net Wealth Tax. These specialities apply to individuals not resident in Spain in accordance with the legislation in force by the autonomous region where the assets and rights with more value are situated. As such, holders should consult their tax advisers.

However, individual beneficial owners not resident in Spain for tax purposes that hold Notes are exempt from Net Wealth Tax in Spain so far the Notes meet the requirements set forth under Law 10/2014.

Legal entities are not subject to Net Wealth Tax.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals not resident in Spain for tax purposes who acquire ownership or other rights over the Notes by inheritance, gift or legacy, are subject to IGT in accordance with the applicable Spanish legislation, unless they reside in a country for tax purposes with which Spain has entered into a treaty for the avoidance of double taxation in relation to IGT. In such case, the provisions of the relevant treaty for the avoidance of double taxation will apply.

Generally, individuals not resident in Spain for tax purposes are subject to the Spanish IGT. If the deceased or the donee is not resident in Spain for tax purposes, the applicable rules will be those corresponding to the relevant Spanish autonomous region where the assets and rights with more value are situated. As such, holders should consult their tax advisers.

Legal entities not resident in Spain for tax purposes that acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to IGT. Such acquisitions are subject to NRIT (as described above), without prejudice to the provisions of any applicable treaty for the avoidance of double taxation

entered into by Spain. In general, treaties for the avoidance of double taxation provide for the taxation of this type of income in the country of tax residence of the beneficiary.

Tax rules for payments made by the Guarantors that are resident in Spain for tax purposes

Payments which may be made by the Guarantors that are resident in Spain for tax purposes to the beneficial owners of the Notes, if the corresponding Guarantees are enforced, are subject to the same tax rules set out above for payments made by the Issuer.

Compliance With Certain Requirements In Connection With Income Payments

In accordance with Section 44 of Royal Decree 1065/2007, certain information with respect to the Notes must be submitted to us before the close of business on the Business Day (as defined in the Conditions of the Notes) immediately preceding the date on which any payment of interest, principal or of any amounts in respect of the early redemption of the Notes (each, a "**Payment Date**") is due. Such information is the following:

(i) identification of the Notes (as applicable) in respect of which the relevant payment is made;

(ii) date when the relevant payment is made;

(iii) total amount of the relevant payment; and

(iv) amount of the relevant payment paid to each entity that manages a clearing and settlement system for securities situated outside Spain.

In particular, the Paying Agent must certify the information above about the Notes by means of a certificate the form of which is attached as Annex C to this Offering Memorandum.

In light of the above, we and the Paying Agent have arranged certain procedures to facilitate the collection of information concerning the Notes by the close of business on the Business Day immediately preceding each relevant Payment Date.

If the Paying Agent fails or for any reason is unable to deliver a duly executed and completed Payment Statement to us in a timely manner in respect of a payment of interest or any amounts in respect of the early redemption of the Notes to the relevant holder, we will withhold tax at the then-applicable rate (currently 19%) from any payment in respect of the relevant Notes. We will not pay to the relevant holder any Additional Amounts with respect to any such withholding.

If, before the tenth calendar day of the month following the relevant payment date, the Paying Agent provides the required information, we will reimburse to the relevant holder the amounts withheld.

Holders who are not resident in Spain for tax purposes and are entitled to exemption from NRIT on income derived from the Notes, but where we do not timely receive from the Paying Agent the information above about the Notes by means of a certificate the form of which is attached as Annex C to this Offering Memorandum, would have to apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish NRIT Law.

Holders should note that we do not accept any responsibility relating to the procedures established for the collection of information concerning the Notes. Accordingly, we will not be liable for any damage or loss suffered by any holder who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because the Paying Agent has failed or for any reason has been unable to deliver the duly executed and completed Payment Statement to us in a timely manner. Moreover, we will not pay any additional amounts with respect to any such withholding. See "*Risk Factors—Risks Related to the Notes and the Note Guarantees—There are risks related to withholding tax in Spain, including in conjunction with the delivery of certain documentation by the Paying Agent*".

Certain U.S. Federal Income Tax Consequences

The following is a description of certain U.S. federal income tax consequences to the U.S. Holders described below of owning and disposing of Notes, but it does not purport to be a comprehensive description of all tax considerations that may be relevant to your decision to acquire the Notes. This discussion applies only to Notes (i) purchased by U.S. Holders in this Offering at the "issue price," which will be the first price at which a substantial amount of Notes is sold to the public and (ii) held by U.S. Holders as capital assets for U.S. federal income tax purposes.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including any special tax accounting rules under Section 451 of the Internal Revenue Code of 1986, as amended (the "Code"), alternative minimum tax and Medicare contribution tax consequences and differing tax consequences applicable to U.S. Holders subject to special rules, such as:

- financial institutions;
- dealers or certain traders in securities that elect to mark-to-market the Notes;
- persons holding Notes as part of a hedge, "straddle" or integrated transaction;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities classified as partnerships for U.S. federal income tax purposes and their partners;
- certain former citizens or residents of the United States;
- tax-exempt entities; or
- persons holding Notes in connection with a trade or business conducted outside of the United States.

If you are an entity that is classified as a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of your partners will generally depend on the status of your partners and your activities. Partnerships considering the purchase of Notes and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of the Notes.

This discussion is based on the Code, administrative pronouncements, judicial decisions, and Treasury regulations, all as of the date hereof, any of which is subject to change, possibly with retroactive effect. This discussion does not address any aspect of state, local or non-U.S. taxation or any U.S. federal taxes other than income taxes (such as estate or gift taxes). If you are considering the purchase of Notes, you should consult your tax adviser with regard to the application of the U.S. federal tax laws to your particular situation, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

You are a U.S. Holder if, for U.S. federal income tax purposes, you are a beneficial owner of a Note and:

- an individual who is a citizen or resident of the United States;
- a corporation, created or organized under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Certain Additional Payments

There are circumstances in which we might be required to make payments on a Note that would increase the yield of the Note, for instance, as described under "Description of the Notes—Repurchase at the Option of Holders—Change of Control." If required to take a position, we intend to take the position that the possibility of such payments does not result in the Notes being treated as contingent payment debt instruments under the applicable Treasury Regulations. Our position is not binding on the Internal Revenue Service ("IRS"). If the IRS takes a contrary position, you generally will be required to accrue interest income based upon a "comparable yield" (as defined in the Treasury Regulations) determined at the time of issuance of the Notes. In addition, any income on the sale, exchange, retirement or other taxable disposition of the Notes will be treated as ordinary income. You should consult your tax adviser regarding the tax consequences if the Notes were treated as contingent payment debt instruments. The remainder of this discussion assumes that the Notes are not treated as contingent payment debt instruments.

Interest and Original Issue Discount

Stated interest paid on a Note will be taxable to you as ordinary interest income at the time it accrues or is received, in accordance with your regular method of accounting for U.S. federal income tax purposes. It is expected that the Notes will be issued without original issue discount ("OID") for U.S. federal income tax purposes. If, however, the principal amount of the Notes (as determined in Euro) exceeds their issue price (as defined above) by an amount that is equal to or exceeds a prescribed *de minimis* amount, the Notes will be treated as issued with OID for U.S. federal income tax purposes. The *de minimis* amount is equal to the principal amount of the Notes, multiplied by the product of 25 basis points and the number of complete years to maturity. If the Notes are issued with OID, you will be required to include such excess in income as it accrues on a constant yield to maturity basis, before the receipt of cash payments attributable to the OID, regardless of your regular method of accounting for U.S. federal income tax purposes. Under the constant yield method, you generally will be required to include in income increasingly greater amounts of OID in successive accrual periods. Rules similar to those applicable to accrual of interest by accrual method taxpayers, as described in the following paragraph, will apply for purposes of determining the U.S. dollar amount of the accrual of the OID. You should consult your tax adviser regarding the consequences to you if the Notes are issued with OID. Interest on the Notes, including any OID, will be foreign source for purposes of computing your foreign tax credit limitation.

If you use the cash method of accounting, you will be required to include in income the U.S. dollar value of an interest payment payable in Euros based on the spot exchange rate on the date the payment is received, regardless of whether the payment is in fact converted into U.S. dollars at that time. You generally will not recognize foreign currency exchange gain or loss with respect to the receipt of such interest payments. If you are an accrual method taxpayer, you will accrue interest income in Euro and translate that amount into U.S. dollars at the average spot exchange rate in effect during the interest accrual period (or with respect to an accrual period that spans two taxable years, at the average rate for the partial period within your taxable year). Alternatively, if you are an accrual method taxpayer, you may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot exchange rate on the last day of the accrual period (or the last day of the taxable year in the case of a partial accrual period), or at the spot exchange rate on the date the payment is received, if that date is within five business days from the last day of the accrual period. If you are an accrual method taxpayer, you will recognize foreign currency exchange gain or loss in an amount equal to the difference between the U.S. dollar value of the interest payment received in Euros in respect of an accrual period (determined based on a spot rate on the date of receipt) and the U.S. dollar value of interest income that has accrued during that period (as determined above), regardless of whether the payment is in fact converted into U.S. dollars at that time. This foreign currency exchange gain or loss will generally be treated as U.S.-source ordinary income or loss.

Sale or Other Taxable Disposition of the Notes

Upon the sale, redemption, retirement or other taxable disposition of a Note, you will recognize taxable gain or loss equal to the difference between the amount realized and your adjusted tax basis in the Note, each as determined in U.S. dollars. For these purposes, the amount realized does not include any amount attributable to accrued interest, which is treated as interest as described under "—Interest and Original Issue Discount" above.

Your adjusted tax basis in a Note will generally be the U.S. dollar value of the Euro purchase price on the date of purchase, calculated at the spot exchange rate in effect on that date, increased by the U.S. dollar amount of any accrued OID previously included in income. The U.S. dollar value of the amount realized will generally be determined by translating that amount at the spot exchange rate on the date of the disposition. If the Notes are traded on an established securities market, and you are a cash method taxpayer (or an electing accrual method taxpayer), you will determine the U.S. dollar value of the purchase price of the Note at the spot exchange rate on the settlement date of the purchase, and the U.S. dollar value of the amount realized at the spot exchange rate on the settlement date of the disposition. An electing accrual method taxpayer must apply this election consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

Subject to the discussion of the foreign currency rules in the next paragraph, gain or loss recognized on the sale, redemption, retirement or other taxable disposition of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of the sale, redemption, retirement or taxable

disposition you have held the Note for more than one year. Long-term capital gains recognized by non-corporate U.S. Holders are subject to reduced tax rates. The deductibility of capital losses may be subject to limitations.

Upon the sale, redemption, retirement or other taxable disposition of a Note, you will recognize foreign currency exchange gain or loss, which will constitute U.S.-source ordinary income or loss, on the principal amount of the Note generally equal to the difference, if any, between (i) the U.S. dollar value of your purchase price for the Note determined at the spot rate on the date principal is received from us or the Note is disposed of (or if the Note is traded on an "established securities market," on the settlement date if the U.S. Holder is a cash-method taxpayer or an electing accrual-method taxpayer) and (ii) the U.S. dollar value of your purchase price for the Note determined at the spot rate on the date you acquired the Note. However, you will recognize foreign currency exchange gain or loss only to the extent of the total gain or loss recognized on the sale, redemption, retirement or other taxable disposition.

Potential Loss Reporting Requirement

If you recognize a loss upon the sale, redemption, retirement or other disposition of a Note in excess of certain thresholds, you may be required to file a reportable transaction disclosure statement with the IRS. If you recognize a loss with respect to a Note, you should consult your tax advisers regarding this reporting obligation, including the significant penalties for non-compliance.

Backup Withholding and Information Reporting

Information returns may be required to be filed with the IRS in connection with payments on, and any OID accruals with respect to, the Notes and proceeds received from a sale or other disposition of the Notes unless you are an exempt recipient. You may also be subject to backup withholding on these payments in respect of your Notes unless you provide your taxpayer identification number and otherwise comply with applicable requirements of the backup withholding rules or you provide proof of an applicable exemption. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Certain U.S. Holders who are individuals and certain specified U.S. entities may be required to report information relating to the Notes or non-U.S. accounts through which the Notes may be held. You should consult your tax adviser regarding your possible reporting obligation with respect to the Notes, including the significant penalties for non-compliance.

PLAN OF DISTRIBUTION

Under the terms and subject to the conditions contained in a purchase agreement dated the date of this Offering Memorandum, we have agreed to sell to the Initial Purchasers, for whom Deutsche Bank, Santander and Barclays are acting as representatives (the "Representatives"), and the Initial Purchasers have agreed to purchase from us, on a several and not joint basis, the following principal amount of Notes:

Initial Purchasers	Principal amount of Notes (€)
Deutsche Bank Aktiengesellschaft	€ 93,750,000.00
Barclays Bank Ireland PLC	€ 93,750,000.00
Banco Santander, S.A.	€ 93,750,000.00
Société Générale	€ 35,156,000.00
Banco Bilbao Vizcaya Argentaria, S.A.	€ 23,437,000.00
Morgan Stanley Europe SE	€ 23,437,000.00
CaixaBank, S.A	€ 11,720,000.00
Total	€375,000,000.00

The Initial Purchasers may make offers and sales through certain affiliates of the Initial Purchasers. One or more of the Initial Purchasers may sell through affiliates or other appropriately licensed entities for sales of the Notes in jurisdictions in which they are not otherwise permitted.

In the purchase agreement, subject to the conditions thereof, the Initial Purchasers have agreed to purchase the Notes offered hereby at a discount from the prices indicated on the cover page of this Offering Memorandum and to resell such Notes to purchasers as described herein under "Transfer Restrictions." The offering of the Notes by the Initial Purchasers is subject to receipt and acceptance and subject to the Initial Purchasers' right to reject any order in whole or in part. After the offering of the Notes offered hereby, the offering prices and other selling terms may from time to time be varied by the Initial Purchasers. The purchase agreement provides that the obligation of the Initial Purchasers to pay for and accept delivery of the Notes is subject to, among other conditions, the delivery of certain legal opinions by our counsel.

The purchase agreement provides that we and the Guarantors, on the one hand, and the several Initial Purchasers, on the other hand, will indemnify each other against certain liabilities, including liabilities under the Securities Act, and will contribute to payments the other may be required to make in respect thereof. In order to facilitate the offering of the Notes, the Initial Purchasers may engage in transactions that stabilize, maintain or otherwise affect the prices of the Notes. Specifically, the Initial Purchasers may over allot in connection with this issuance, creating a short position in the Notes for their own accounts. In addition, to cover overallotments or to stabilize the prices of the Notes, the Initial Purchasers may bid for, and purchase, Notes in the open market. Finally, the Initial Purchasers may reclaim selling concessions allowed to a trustee or dealer for distributing the Notes in this issuance if the Initial Purchasers repurchase previously distributed Notes in transactions to cover short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the Notes above independent market levels. The Initial Purchasers are not required to engage in these activities, and may end any of these activities at any time. No assurance can be given that active public markets or other markets will develop for the Notes or as to the liquidity of the trading market for the Notes.

We and the Guarantors have agreed that we will not offer, sell, contract to sell or otherwise dispose of any of their debt securities or any debt securities of our subsidiaries similar to the Notes during the period beginning on the date of this Offering Memorandum and ending on the date that is 90 days following the Issue Date without the prior written consent of the Representatives.

The Notes and the Guarantees have not been and will not be registered under the Securities Act. The Initial Purchasers have agreed that they will only offer or sell the Notes (1) outside the United States in offshore transactions in reliance on Regulation S and (2) in the United States to QIBs in reliance on Rule 144A. The terms used above have the meanings given to them by Regulation S and Rule 144A, as applicable.

CaixaBank, S.A. is only participating in the Offering outside the United States under Regulation S of the Securities Act. CaixaBank, S.A. is not a broker-dealer registered with the SEC and will not be offering or selling securities in the United States or to U.S. nationals or residents.

Banco Bilbao Vizcaya Argentaria, S.A. is not a broker-dealer registered with the SEC and therefore may not make sales of any securities in the United States or to U.S. persons except through one or more U.S. registered broker-dealers or otherwise in compliance with applicable U.S. laws and regulations.

Banco Santander, S.A. is not a broker-dealer registered with the SEC and therefore may not make sales of any securities in the United States or to U.S. persons except in compliance with applicable U.S. laws and regulations. Any offers and sales into the United States by Banco Santander, S.A. will only be made through one or more U.S. registered broker-dealers, or otherwise as permitted by applicable U.S. law.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of such Notes within the United States by a dealer that is not participating in the offering of the Notes may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the Securities Act.

We delivered the Notes against payment therefor on the Issue Date, which was the tenth business day following the date of pricing of the Notes (such settlement cycle being referred to herein as "T+10"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to such trade expressly agree otherwise. Accordingly, purchasers who traded the Notes on the date of pricing or the next seven successive business days were required, by virtue of the fact that the Notes initially settled ten business days following the date of pricing of the Notes, to specify an alternative settlement cycle at the time of such trade to prevent a failed settlement.

The Notes are new securities for which there is currently no market. Application has been made for the Notes to be admitted to on the Official List of the LxSE for trading on the Euro MTF. However, we cannot assure you that the initial price at which the Notes will sell in the market after this issuance will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after completion of this offering. The Initial Purchasers have advised us that they currently intend to make a market for the Notes. However, the Initial Purchasers are not obligated to do so, and may discontinue any market-making activities with respect to the Notes at any time without notice. In addition, market-making activities will be subject to the limits imposed by the Exchange Act, and may be limited. Accordingly, we cannot assure you as to the liquidity of, or trading markets for, the Notes.

Each Initial Purchaser has represented and agreed that this Offering Memorandum is directed solely at:

(i) persons who are outside the United Kingdom;

(ii) persons who are investment professionals, as such term is defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order");

(iii) persons who fall within Articles 49(2)(a) to (d) of the Order; and

(iv) persons to whom an invitation or inducement to engage in investment banking activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated

(all such persons together being referred to as "relevant persons").

Any investment or investment activity to which this Offering Memorandum relates will only be available to and will only be engaged with, relevant persons. Any person who is not a relevant person should not act or rely on this Offering Memorandum.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Certain of the Initial Purchasers or their respective affiliates have a lending relationship with us and routinely hedge their credit exposure consistent with their customary risk management policies. Typically,

such Initial Purchasers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, the Initial Purchasers and their affiliates may acquire the Notes for their own proprietary account.

The Initial Purchasers may also impose a penalty bid. This occurs when a particular Initial Purchaser repays to the Initial Purchasers a portion of the underwriting discount received by it because the representative has repurchased Notes sold by or for the account of such Initial Purchaser in stabilizing or short covering transactions.

The Initial Purchasers or their respective affiliates have engaged in, and may in the future engage in, investment banking, financial advisory, consulting, commercial banking, and other commercial dealings, including as acting as hedge counterparties with us, our principal shareholders or our affiliates. In addition, the Initial Purchasers or their respective affiliates have lending relationships with us, our principal shareholders or our affiliates including pursuant to bilateral loan facilities, multilateral and/or syndicated loan facilities, guarantee, overdraft or cash management facilities and other forms of credit lines. They have received, and expect to receive, customary fees, commissions and expense reimbursements for these transactions. Certain of the Initial Purchasers or their respective affiliates are lenders and/or agents under the Super Senior Credit Facilities. In addition, certain of the Initial Purchasers or their affiliates may hold positions in the 2023 Notes that will be repurchased or redeemed using the proceeds from this issuance. See “Use of Proceeds.”

TRANSFER RESTRICTIONS

Each prospective purchaser of the Notes is advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the Notes offered hereby. The Notes have not been, and will not be, registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Notes offered hereby are being sold only to qualified institutional buyers in reliance on Rule 144A under the Securities Act and offered and sold only to non-U.S. persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act.

In addition, until 40 days after the later of the commencement of the offering and the Issue Date, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to Rule 144A.

Each purchaser of the Notes, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with us and the Initial Purchasers as follows:

(1) It understands and acknowledges that the Notes have not been registered under the Securities Act or any applicable state securities law; are being offered for resale in transactions not requiring registration under the Securities Act or any state securities law, including sales pursuant to Rule 144A; and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any applicable state securities law, pursuant to an exemption therefrom or in any transaction not subject thereto, and in each case in compliance with the conditions for transfer set forth in paragraph (5) below.

(2) It is not our "affiliate"(as defined in Rule 144 under the Securities Act) or acting on our behalf and it is either:

   (a) a qualified institutional buyer and is aware that any sale of the Notes to it will be made in reliance on Rule 144A and the acquisition of the Notes will be for its own account or for the account of another qualified institutional buyer; or

   (b) a non-U.S. person purchasing the Notes in an offshore transaction in accordance with Regulation S.

(3) It acknowledges that neither we nor the Initial Purchasers nor any person representing us or the Initial Purchasers has made any representation to it with respect to the offering or sale of the Notes, other than the information contained in this Offering Memorandum, which Offering Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It acknowledges that neither the Initial Purchasers nor any person representing the Initial Purchasers makes any representation or warranty as to the accuracy or completeness of the information contained in this Offering Memorandum. It also acknowledges that it has had access to such financial and other information concerning us and the Notes as it has deemed necessary in connection with its decision to purchase any of the Notes.

(4) It is purchasing the Notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any state securities law, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to your or their ability to resell such Notes pursuant to Rule 144A, Regulation S or any other available exemption from registration available under the Securities Act.

(5) Each noteholder agrees on its own behalf and on behalf of any investor account for which it is purchasing the Notes, and each subsequent noteholder by its acceptance thereof will be deemed to agree, to offer, sell or otherwise transfer such Notes prior to the date (the "Resale Restriction Termination Date") that is one year (in the case of Rule 144A Notes) or 40 days (in the case of Regulation S Notes) after the later of the date of the original issue of the Notes and the last date on which we or any of our affiliates was the owner of such Notes (or any predecessor thereto) only:

   (a) to us;

   (b) pursuant to a registration statement that has been declared effective under the Securities Act;

(c) for so long as the Notes are eligible for resale pursuant to Rule 144A under the Securities Act, to a person it reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of another qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A under the Securities Act;

(d) pursuant to offers and sales to non-U.S. persons that occur outside the United States in compliance with Regulation S under the Securities Act; or

(e) pursuant to any other available exemption from the registration requirements of the Securities Act,

subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and in compliance with any applicable state securities laws and any applicable local laws and regulations, and further subject to our and the Trustee's rights prior to any such offer, sale or transfer (I) pursuant to clause (d) or (e) above to require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them and (II) in each of the foregoing cases, to require that a certificate of transfer in the form appearing on the reverse side of the Notes is completed and delivered by the transferor to the Trustee.

Each purchaser acknowledges that each note will contain a legend substantially to the following effect:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND ACCORDINGLY, NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (2) AGREES THAT IT WILL NOT PRIOR TO THE DATE THAT IS [IN THE CASE OF NOTES ISSUED IN RELIANCE ON RULE 144A: ONE YEAR] [IN THE CASE OF NOTES ISSUED UNDER REGULATION S: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUANCE OF THIS SECURITY AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WAS THE OWNER OF THIS SECURITY, OFFER, RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY BUYER THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO NON-U.S. PERSONS OUTSIDE THE U.S. IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE REVERSE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "U.S." AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."

(6) It acknowledges that it and any subsequent transferee of any Note (or any interest therein) will be deemed by their purchase or acquisition of any such Note (or any interest therein) to have represented and warranted, either that (i) no portion of the assets used by such purchaser or transferee to acquire or hold the Note (or any interest therein) constitutes the assets of (A) any employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (B) any plan, account or other arrangement subject to Section 4975 of the Code or (C) any employee benefit plan or other arrangement subject to any law or regulation similar to such provisions of ERISA or the Code ("Similar Law"), or (ii) its acquisition, holding and subsequent disposition of such Note (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or a violation under any applicable Similar Law.

(7) It agrees that it will give to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.

(8) It acknowledges that the transfer agent will not be required to accept for registration of transfer any Notes except upon presentation of evidence satisfactory to us and the Trustee that the restrictions set forth therein have been complied with.

(9) It acknowledges that we, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the Notes are no longer accurate, it will promptly notify the Initial Purchasers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.

LEGAL MATTERS

Certain legal matters in connection with the offering of the Notes were passed upon for us and the Guarantors by Davis Polk & Wardwell London LLP as United States and English counsel, Uría Menández Abogados, S.L.P as Spanish counsel, Davis Polk & Wardwell Paris as French counsel, Ashurst as Australian counsel, Legance as Italian counsel, Advokatfirman Cederquist KB as Swedish counsel, Morris, Nichols, Arsht & Tunnell LLP as Delaware counsel, Triay Lawyers Limited as Gibraltar counsel. Certain legal matters were passed upon for the Initial Purchasers by Cahill Gordon & Reindel (UK) LLP as U.S. and English counsel, J&A Garrigues, S.L.P. as Spanish counsel, Gide Loyrette Nouel LLP as French counsel, Minter Ellison as Australian counsel, Studio Legale Cappelli RCCD as Italian counsel, Advokatfirmaet Schjødt AS Swedish counsel and Hassans International Law Firm Limited as Gibraltar counsel.

INDEPENDENT AUDITORS

Our 2020 Consolidated Financial Statements included elsewhere in this Offering Memorandum have been prepared in accordance with IFRS and audited by Ernst & Young S.A. (Luxembourg), our independent auditors for the period covered by such financial statements, as set forth in their report included therein. Our 2021 Consolidated Financial Statements included elsewhere in this Offering Memorandum have been prepared in accordance with IFRS and audited by Ernst & Young S.L. (Spain), our independent auditors, as set forth in their report included therein. Our H1 2022 Condensed Interim Financial Statements included elsewhere in this Offering Memorandum has been prepared in accordance with IAS 34 and reviewed by Ernst & Young S.L. Ernst & Young S.L. is registered with the Commercial Registry of Madrid under volume 12749, page 215 and sheet M-23123 holder of tax identification number (NIF) B-78970506 and registered with the Official Registry of Accounting Auditors (ROAC) under number S0530. On September 22, 2021, our general shareholders' meeting, with the prior favorable report of our Audit Committee, approved the appointment of Ernst & Young, S.L. as auditors for the fiscal year started on 1 April 2021 and ending on March 31, 2022.

WHERE YOU CAN FIND MORE INFORMATION

Each purchaser of the Notes from the Initial Purchasers will be furnished a copy of this Offering Memorandum and any related amendments or supplements to this Offering Memorandum. Each person receiving this Offering Memorandum and any related amendments or supplements to this Offering Memorandum acknowledges that:

(1) such person has been afforded an opportunity to request from us, and to review and has received, all additional information considered by it to be necessary to verify the accuracy and completeness of the information herein;

(2) such person has not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with its investigation of the accuracy of such information or its investment decision; and

(3) except as provided pursuant to clause (1) above, no person has been authorized to give any information or to make any representation concerning the Notes offered hereby other than those contained herein and, if given or made, such other information or representation should not be relied upon as having been authorized by us or the Initial Purchasers.

For so long as any of the Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, we will, during any period in which we are neither subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, nor exempt from the reporting requirements under Rule 12g3-2(b) of the Exchange Act, provide to the holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

We are not currently subject to the periodic reporting and other information requirements of the Exchange Act. However, pursuant to the Indenture governing the Notes and so long as the Notes are outstanding, we will furnish periodic information to holders of the Notes. See "Description of the Notes—Certain Covenants—Reports."

Upon request, we will provide you with copies of the Indenture, the form of the Notes and any notation of guarantee and the Intercreditor Agreement. You may request copies of such documents by contacting us at our registered offices at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain.

ENFORCEABILITY OF CIVIL LIABILITIES

We are a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain and the Guarantors of the Notes have been incorporated in Luxembourg, Australia, England and Wales, France, Italy, Spain, Sweden, Gibraltar and the United States. All of our and the Guarantors' directors and executive officers are non-residents of the U.S. and a substantial portion of our assets and those of such persons are located outside the U.S. Although we will appoint an agent for service of process in the U.S. and will submit to the jurisdiction of New York courts, in each case, in connection with any action under U.S. Securities laws, you may not be able to effect service of process on such persons or us within the U.S. in any action, including actions predicated on civil liability provisions of the U.S. federal and state securities laws or other laws.

Australia

The United States and Australia do not have a treaty which provides for the reciprocal recognition and enforcement of judgments in civil matters. Further, United States courts are not listed in the *Foreign Judgments Regulations 1992* made under the *Foreign Judgments Act 1991* of Australia. Therefore, there is no statutory recognition or statutory enforcement in Australia of any judgment obtained in a court in the United States. Instead, a judgment made by a U.S. court can only be enforced in Australia under the common law regime.

Under that regime, any final, conclusive and unsatisfied judgment *in personam* (that is, that imposes a personal obligation on the defendant) of a U.S. court which has jurisdiction as determined under the rules of private international law of Australia, and is for a definite sum of money (not being a sum in respect of taxes or any revenue law or foreign governmental interest or other charges of a like nature or in respect of a fine or other penalty), and is between the same parties, may be enforceable by the judgment creditor against the judgment debtor by action in the Australian courts (without re-examination of the merits of the issues determined by the proceedings in the U.S. court) unless certain circumstances apply, including:

i) the proceeding in the U.S. court involved a denial of the principles of natural justice or general principles of fairness recognized by the courts of Australia;

ii) the U.S. judgment is contrary to the public policy of Australia;

iii) the U.S. judgment was obtained by fraud or duress;

iv) the U.S. judgment includes consequential, multiple or punitive damages or where the proceedings in such court were of a penal nature; or

v) where the U.S. judgment:

   A. is obtained in circumstances where the judgment debtor did not receive notice of the proceedings in sufficient time to enable the judgment debtor to defend;

   B. is not for a fixed or readily ascertainable sum;

   C. is subject to appeal, dismissal, stay of execution, an order under the *Foreign Proceedings (Excess of Jurisdiction) Act 1984* of Australia or are otherwise not final and conclusive;

   D. has already been fully satisfied in another/other jurisdiction(s);

   E. is in breach of any applicable limitation periods placed upon enforcement of foreign judgments; or

   F. is on a cause of action previously adjudicated.

Also, enforcement of a U.S. judgment in Australia would require that service of process in relation to the proceedings in connection with that U.S. judgment had been properly effected in accordance with applicable Australian law.

England and Wales

The U.S. and the United Kingdom do not have a treaty or other arrangements providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters (although the U.S. and the United Kingdom are both parties to the New York Convention on Arbitral Awards). Any judgment rendered by any federal or state court in the U.S. based on civil liability ("U.S. judgment"), whether or not predicated

solely upon U.S. federal securities law, would not be directly enforceable in England and Wales. In order to enforce any such U.S. judgment in England and Wales, proceedings must be initiated by way of civil law action on the judgment debt before a court of competent jurisdiction in England and Wales ("English court"). In this type of action ("indirect enforcement"), an English court generally will not (subject to the matters identified below) reinvestigate the merits of the original matter decided by a U.S. court if:

- the relevant U.S. court had jurisdiction (under English rules of private international law) to give the U.S. judgment; and
- the U.S. judgment is final and conclusive on the merits and is for a definite sum of money (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or otherwise based on a U.S. law that an English court considers to be a penal, revenue or other public law).

An English court may refuse to indirectly enforce a U.S. judgment for a number of reasons, including, among others, if it is established that:

- the enforcement of such U.S. judgment would contravene English public policy or statute in England and Wales;
- the enforcement of the U.S. judgment is prohibited by English statute (including, without limitation, if the amount of the judgment has been arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage sustained);
- the English proceedings were not commenced within the relevant limitation period under English law;
- before the date on which the U.S. court gave judgment, the issues in question had been the subject of a final judgment of an English court or of a court of another jurisdiction whose judgment is enforceable in England;
- the judgment has been obtained by fraud or in proceedings in which the English principles of natural justice were breached;
- the bringing of proceedings in the relevant U.S. court was contrary to an agreement under which the dispute in question was to be settled otherwise than by proceedings in that court (to whose jurisdiction the judgment debtor did not submit); or
- an order has been made and remains effective under section 9 of the United Kingdom Foreign Judgments (Reciprocal Enforcement) Act 1933 applying that section to U.S. courts including the relevant U.S. court.

If an English court gives judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. These methods generally permit the court discretion to prescribe the manner of enforcement. In addition, it may not be possible to obtain an English judgment or to enforce that judgment if the judgment debtor is or becomes subject to any insolvency or similar proceedings, or if the judgment debtor has any set-off, counterclaim or other defenses open to it against the judgment creditor.

In the event proceedings are brought in the English courts relating to indirect enforcement of a U.S. judgment in respect of a sum of money expressed to be payable in a currency other than pounds sterling, any judgment or award by the English court may only be given in, or be required to be converted into, pounds sterling, and the benefit of a currency conversion or indemnity clause may not be enforced.

France

The United States and France are not party to a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards rendered in civil and commercial matters. Accordingly, a judgment rendered by any U.S. federal or state court based on civil liability, whether or not predicated solely upon U.S. federal or state securities laws, enforceable in the United States, would not be directly recognized or enforceable in France. A party in whose favor such judgment was rendered could initiate enforcement proceedings *(exequatur)* in France before the relevant civil court *(Tribunal Judiciaire)* having jurisdiction. Enforcement in France of such final and conclusive U.S. judgment could be obtained following proper (i.e., non-ex parte) proceedings if the civil court is satisfied that the following conditions have been met (which conditions, under prevailing French case law, do not include a review by the French court of the merits of the foreign judgment):

- the judgment concerned is enforceable in the U.S.;

- such U.S. judgment was rendered by a court having jurisdiction over the matter because the dispute is clearly connected to the jurisdiction of such court (i.e., there was no international forum shopping), the choice of the U.S. court was not fraudulent and the French courts did not have exclusive jurisdiction over the matter;
- such U.S. judgment does not contravene substantive or procedural rules of French international public policy *(ordre public international)*;
- neither the choice of jurisdiction nor the judgment rendered by the foreign court were tainted by fraud; and
- such U.S. judgment does not conflict with a French judgment or a foreign judgment which has become effective in France, in the same matter, and there are no proceedings pending before French courts at the time enforcement of the judgment is sought and having the same or similar subject matter as such U.S. judgment.

In addition, the discovery process under actions filed in the United States could be adversely affected under certain circumstances by French law No. 68-678 of July 26, 1968, as modified by French law No. 80-538 of July 16, 1980 and French Ordinance No. 2000-916 of September 19, 2000 (relating to the communication of documents and information of an economic, commercial, industrial, financial or technical nature to foreign authorities or persons), which could prohibit or restrict obtaining evidence in France or from French persons in connection with a judicial or administrative U.S. action. Similarly, French data protection rules (law No. 78-17 of January 6, 1978 on data processing, data files and individual liberties, as modified by law No. 2004-801 of August 6, 2004 and by ordinance no. 2011-1012 of 24 August 2011) can limit under certain circumstances the possibility of obtaining information in France or from French persons in connection with a judicial or administrative U.S. action in a discovery context.

Furthermore, if an original action is brought in France, French courts may refuse to apply the designated law if its application contravenes French rules of conflict (including the law chosen by the parties to govern their contract) if the application of such law (in the case at hand) is deemed to contravene: to contravene French international public policy ("*ordre public international*") as determined on a case by case basis by French courts. Additionally, French courts may apply French overriding mandatory provisions ("*lois de police*") or overriding mandatory provisions of the law of the country where the obligations arising out of the contract have to be or have been performed, in so far as those overriding mandatory provisions render the performance of the contract unlawful. Moreover, in the event that all elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the provisions of the law of that other country which cannot be derogated from by agreement will be applicable. In the same way, where all elements relevant to the situation of the relevant agreement or transaction are located in one or more member States of the European Union, overriding mandatory provisions of European Union law, as implemented in France and interpreted by French courts will be applicable.

Furthermore, in an action brought in France on the basis of U.S. federal or state securities laws, French courts may not have the requisite power to grant all of the remedies sought.

Pursuant to Articles 14 and 15 of the French Civil Code, a French national (either a company or an individual) can sue a foreign defendant before French courts in connection with the performance of obligations contracted by the foreign defendant in France with a French national or in a foreign country with French national (Article 14) and can be sued by a foreign claimant before French courts in connection with the performance of obligations contracted by the French national in a foreign country with the foreign claimant (Article 15). While for a long time, case law has interpreted these provisions as meaning that a French national, either claimant or defendant, could not be forced against its will to appear before a jurisdiction other than French courts, according to case law the French courts' jurisdiction towards French nationals is no longer mandatory to the extent an action has been commenced before a court in a jurisdiction which has sufficient contact with the litigation and the choice of jurisdiction is not fraudulent. In addition, the French national may waive its rights to benefit from the provisions of Articles 14 and 15 of the French Civil Code, including by voluntarily appearing before the foreign court.

The French Supreme Court *(Cour de cassation)* has held that a jurisdiction clause may only be effective if it complies with the requirement of foreseeability. This can notably be the case where the jurisdiction clause sets out an objective basis for the determination of the competent courts. In this respect, a contractual provision submitting one party to the exclusive jurisdiction of a court and giving another party the discretionary option to choose any competent jurisdiction which, by definition, does not set out an

objective basis for the determination of the competent courts to be chosen by the latter party, is most likely to be considered as not complying with the requirement of foreseeability by French Courts.

In addition, French law guarantees full compensation for the harm suffered but is limited to the actual damages, so that the victim does not suffer or benefit from the situation. Such system excludes damages such as, but not limited to, punitive and exemplary damages. However, since the principle of awarding punitive damages is not, per se, contrary to the French public order, French courts could enforce a foreign judgment awarding punitive damages, provided the amount awarded is not disproportionate to the harm suffered and the defendant's breach.

Italy

Even though the enforceability of U.S. court judgments outside the United States is described below for the Republic of Italy you should consult with your own advisors in any pertinent jurisdictions as needed to enforce a judgment in those countries or elsewhere outside the United States.

The recognition and enforcement of a judgment rendered by a U.S. federal or New York state court in the Republic of Italy is governed by Article 64 of the Italian Private International Law Act (i.e., Law 218 of May 31, 1995) (the "PIL Act") (and certain other provisions of the PIL Act). Pursuant to the PIL Act, any judgment issued by a U.S. federal or New York state court should automatically be recognized in the Republic of Italy provided that the following requirements are met:

- the relevant U.S. federal or New York state court had appropriate jurisdiction to pass judgment upon the matter (in accordance with the Italian law rules on jurisdiction);
- the defendant had received the summons in accordance with the laws of the state in which the proceedings have taken place, and the defendant had not been deprived of his fundamental right to a defense;
- the parties had appeared in the proceedings in accordance with the local procedural law, or the proceedings were conducted in absentia (in contumacia) in accordance with such local procedural law;
- the judgment rendered by the U.S. federal or New York state court must be final and binding (passato in giudicato) according to the law of the state in which it was issued;
- the judgment rendered by the U.S. federal or New York state court is not in conflict with any earlier final and binding judgment issued by an Italian court;
- there is no pending proceeding before any Italian court in relation to the same subject matter and between the same parties which started prior to the commencement of the proceedings before the relevant U.S. federal or New York state court; and
- the judgment rendered by the U.S. federal or New York state court is not contrary to Italian public policy.

In addition, according to Article 67 of the PIL Act, if a judgment rendered by a U.S. federal or New York state court is not complied with, its recognition is challenged or it is necessary to enforce such judgment, a proceeding must be instituted in the competent Court of Appeal in the Republic of Italy to that end. The competent Court of Appeal does not consider the merits of the case but reviews exclusively the existence of all the requirements set out above (including requiring that the judgment rendered by the U.S. federal or New York state court is not contrary to public policy in Italy).

Spain

The United States and Spain are not party to a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. A judgment rendered by any U.S. federal or state court based on civil liability, enforceable in the United States, would not be directly recognized or enforceable in Spain.

A party in whose favor such a judgment was rendered could initiate recognition (*exequatur*) and enforcement proceedings of the U.S. resolution in Spain with the relevant Spanish Court of First Instance (*Juzgado de Primera Instancia*) or Commercial Court (*Juzgado de lo Mercantil*), as the case may be. The competence to hear applications for recognition of foreign judgments in Spain corresponds to the courts of the domicile of the party against which the recognition or enforcement is sought, or of the person to whom the effects of the foreign judgment refer to. Subsidiarily, the territorial jurisdiction shall be determined by the place of enforcement or the place in which the foreign judgment should produce its

effects, being competent, in last instance, the Court of First Instance before which the application for recognition is submitted. In this regard, enforcement can only be obtained once recognition has been granted, although the two can be requested simultaneously; in particular, if such enforcement request is not made simultaneously with the recognition petition, the statute of limitations for filing enforcement requests will apply (five years). Once recognition is obtained, the foreign judgment will be enforceable in Spain in accordance with the Spanish Law 1/2000, of 7 January, on Civil Procedure (the "**Spanish Civil Procedure Law**"). For the purpose of recognizing and enforcing a judgment rendered by an U.S. federal or state court based on civil liability, the following requirements set by the Spanish Law 29/2015, of 30 July, on International Legal Cooperation on Civil Matters (the "**Spanish Law 29/2015**"), must be met:

a. the judgment must be final and enforceable in the United States;

b. the application for recognition and enforcement must be made in the form of a claim and must be accompanied by:

   (i) the original foreign decision (or a certified copy thereof) duly apostilled and translated into Spanish through a sworn translation;

   (ii) evidence corroborating that the decision for which recognition sought is final and enforceable in the United States;

   (iii) documentation verifying that the respondents were correctly served; and

   (iv) the translation into Spanish of every document filed with the application for recognition and enforcement in accordance with the requirements set forth under Article 144 of the Spanish Civil Procedure Law.

   - the judgment must not be contrary to Spanish public policy;
   - there must be no pending proceedings in Spain between the same parties and with the same purpose that were initiated prior to the proceedings that gave rise to the foreign judgment which recognition is sought;
   - when rendering the judgment, the U.S. courts rendering it must (i) have not infringed an exclusive ground of jurisdiction provided for under Spanish law, and (ii) their jurisdiction must be the result of a reasonable connection with the dispute, what would be presumed when the foreign court had based its jurisdiction in similar criteria to those provided for under Spanish law;
   - the rights of defense of the parties must have been protected when rendering the judgment, including but not limited to proper service of process having been carried out with sufficient time for the defendant to prepare its defense;
   - the judgment must not be incompatible with any foreign judgment issued prior to it that meets the requirements for its recognition in Spain; and
   - the judgment must not be incompatible with any Spanish judgment.

In order to determine the assets that need to be seized for enforcement purposes, a judgment in a foreign currency will be converted into Euro at the official exchange rate prevailing on the date on which the enforcement is agreed by the courts of Spain. In case of enforcement in Spain, the court costs and interests will be paid in Euro as per Article 577 of the Spanish Civil Procedure Law.

According to Article 3.2 of Spanish Law 29/2015, the Spanish Government may deny cooperation with another state's authorities if there has been a reiterated refusal to cooperate or a legal prohibition of providing cooperation is imposed by such other state's authorities, provided that the Spanish Government passes a Royal Decree for these purposes.

The enforcement of any judgment in Spain in accordance with the above entails, among others, the following actions and costs: (a) translation fees for documents in a language other than Spanish, which must be accompanied by a sworn translation into Spanish; (b) foreign documents may need to be legalized and apostilled; (c) certain court fees and /or judicial taxes, (d) the procedural acts of a party litigating in Spain must be directed by an attorney at law and the party must be represented by a court agent (*procurador*); and (e) the content and validity of foreign law must be evidenced to the Spanish courts (which could entail additional costs). In addition, please note that Spanish civil proceedings rules regarding recognition and enforcement of foreign judgments cannot be amended by agreement of the parties and will therefore prevail notwithstanding any provision to the contrary.

It must be noted that Spain and the U.S. are part of the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of November 15, 1965.

Furthermore, recognition and enforcement proceedings under Spanish courts may be affected by the emergency measures taken by the Spanish Government in the framework of the COVID-19 pandemic, which could be updated from time to time.

Sweden

It is not established by Swedish judicial precedent or otherwise by Swedish law that a power of attorney or a mandate of agency, including the appointment of a service of process agent, can be made irrevocable and therefore any powers of attorney or mandates of agency issued by a Swedish party can be revoked and will terminate by operation of law and without notice at the bankruptcy or temporal demise of the Swedish party giving such powers.

The United States and Sweden do not currently have a convention or treaty providing for the reciprocal recognition and enforcement of court judgments, other than arbitral awards, in civil and commercial matters. Therefore, a final judgment for payment of money rendered by a federal or state court in the United States in civil and commercial matters, whether or not predicated solely upon U.S. federal or state securities laws, would not be directly enforceable, either in whole or in part, in Sweden.

In order to enforce any such judgment in Sweden, proceedings must therefore be initiated by way of civil law action on the judgment debt before a court of competent jurisdiction in Sweden, or an administrative tribunal or executive or other public authority of Sweden. In such an action, a judgment rendered by any federal or state court in the United States may be regarded as evidence of, for example, factual circumstances or the content of U.S. law but the competent Swedish authority may also choose to rehear the dispute *ab initio*.

Any legal proceedings in the courts of Sweden will be conducted in Swedish and a court or enforcement authority in Sweden may require, as a further condition for admissibility and/or enforceability the translation into Swedish of any relevant document, and assistance from Swedish authorities in the service of process in connection with foreign proceedings might require the observance of certain procedural and other regulations.

Swedish courts may award judgments or give awards in currencies other than the local currency, but the judgment debtor has the right under the laws of Sweden to pay the judgment debt (even though denominated in a foreign currency) in the local currency at the rate of exchange prevailing at the date of payment (however, the judgment creditor may, subject to availability of the foreign currency, convert such local currency into the foreign currency after payment and remove such foreign currency from Sweden), and a choice of currency provisions by the parties to an agreement may not be upheld by Swedish courts to constitute a right to refuse payment in Swedish kronor.

Gibraltar

The U.S. and Gibraltar do not have a treaty or other arrangements providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Any judgment rendered by any federal or state court in the U.S. based on civil liability ("U.S. judgment"), whether or not predicated solely upon U.S. federal securities law, would not be directly enforceable in Gibraltar.

In the absence of any special bilateral or multilateral provision for the enforcement in Gibraltar of a U.S. judgment, such enforcement would need to be initiated by the bringing of an action (or raising a counterclaim) on the U.S. judgment in common law. Gibraltar is a common law jurisdiction and the English common law is in force in Gibraltar (subject to modifications as circumstances require and certain statutory exceptions) pursuant to the English Law (Application) Act 1962. In a common law action, a Gibraltar court generally will not (subject to the following) reinvestigate the merits of the original matter decided by a foreign court and may order summary judgment on the basis that there is no defence to the claim. An action at common law is subject to the following requirements, namely that:

- the original court had jurisdiction over the original proceeding according to English conflicts of law principles;
- the original judgment is for a debt for a definite sum and money;
- the original judgment is not for a sum payable in respect of tax, or other charges of a like nature in respect of a fine or other penalty;

- the original judgment is final and conclusive on the merits in the sense of being final and unalterable in the court which pronounced it (even though an appeal is pending or possible);
- there has not been a prior judgment by a Gibraltar court between the same parties concerning the same issues;
- the common law action is brought within six years of the date of the original judgment;
- enforcement or recognition of the original judgment does not contravene public policy; and
- the original judgment has not been obtained by fraud or in breach of principles of natural justice.

A Gibraltar court may refuse to indirectly enforce a U.S. judgment for a number of reasons, including, but not limited to, the following:

- the relevant party was not properly notified of the commencement of the proceedings and/or of any other matters requiring notice in the said proceedings;
- the procedural rules of the U.S. courts and/or the Gibraltar court(s) were not observed;
- the judgment is irreconcilable with any other judgment(s) between the parties; and/or
- enforcement proceedings are not instituted within any applicable time period after the date of the original judgment and such claims in Gibraltar may be, or become, barred under the Limitation Act and/or may be, or become, subject to defences of set-off and/or counterclaim;
- where obligations are to be performed in a jurisdiction outside Gibraltar they may not be enforceable in Gibraltar to the extent that performance will be illegal under the laws of the other jurisdiction or contrary to public policy in Gibraltar;
- proceedings before a court of Gibraltar may be stayed if the subject of the proceedings is concurrently before any other court;
- equitable remedies, such as an order for specific performance or the issue of an injunction are available only at the discretion of the court;
- a Gibraltar court may not give effect to a purported obligation to pay another party's litigation costs and may make its own order as to costs;
- the enforcement of the rights and obligations of the parties to any agreement may be limited by the provisions of the laws of Gibraltar relating to frustration of contracts;
- enforcement may be limited by the principle of *forum non conveniens* or analogous principles notwithstanding purported waiver of such principles by any or all of the parties;
- obligations to make payments following a default or breach that may be regarded as penalties will not be enforceable to the extent that they are penal and not a reasonable good faith pre-estimate of liquidated damages;
- in certain circumstances, the Gibraltar courts may not enforce clauses relating to the payment of default and/or compound interest;
- a particular course of dealing or an oral amendment, variation or waiver may result in a Gibraltar court finding that the terms of such agreement have been amended, varied or waived, even if such course of dealing or oral amendment, variation or waiver is not reflected in writing. Furthermore, any provisions of the Documents which provide that the terms of the same may only be amended, varied or waived in writing may be held by a Gibraltar court not to be effective; and
- a result of any breach of the terms of any of any agreement by the party seeking to enforce the same. The courts in Gibraltar have the power to give judgments in a currency other than the lawful currency of Gibraltar if such other currency is the currency in which the loss was sustained but such power is exercisable at the discretion of the courts.

LISTING AND GENERAL INFORMATION

1. Application has been made for the Notes be listed on the Official List of the LxSE and to be traded on the Euro MTF.

2. So long as the Notes are listed on the Official List of the LxSE and are traded on the Euro MTF and the rules of such exchange shall so require, copies of our Articles of Association, the Articles of Association of the Guarantors and the Indenture governing the Notes will be available free of charge at the specified office of the Listing Agent in Luxembourg referred to in paragraph 6 below. So long as the Notes are listed on the Official List of the LxSE and are traded on the Euro MTF and the rules of such exchange shall so require, copies of all of our annual financial statements and those for all subsequent fiscal years will be available free of charge during normal business hours on any weekday at the offices of such Listing Agent in Luxembourg referred to in paragraph 6 below. So long as the Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, we will publish any notices to the holders of the Notes on the website of the Luxembourg Stock Exchange, *www.bourse.lu*, or by any other means satisfactory to the Luxembourg Stock Exchange.

3. We accept responsibility for the information contained in this Offering Memorandum. To the best of our knowledge, except as otherwise noted, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of this Offering Memorandum.

4. Save as disclosed herein, there has been no material adverse change in our consolidated financial position since September 30, 2021 or in our prospects.

5. Neither we nor any of our subsidiaries are a party to any litigation that, in our judgment, is material in the context of the issue of the Notes, except as disclosed herein.

6. We have appointed Deutsche Bank AG, London Branch as our Transfer Agent and Deutsche Bank Luxembourg S.A. as our Listing Agent. We reserve the right to vary such appointment and shall publish notice of such change of appointment in a newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the LxSE's website, www.bourse.lu. The Transfer Agent will act as intermediary between the holders of the Notes and us and as long as the Notes are listed on the Official List of the LxSE and are traded on the Euro MTF, we will maintain a listing agent in Luxembourg. The office of the Listing Agent in Luxembourg is at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Grand Duchy of Luxembourg.

7. The issuance of the Notes was authorized by resolution of the board of directors of the Issuer dated January 13, 2021.

8. The Notes have been accepted for clearance through the facilities of Euroclear and Clearstream. The ISINs for the Notes sold pursuant to Rule 144A and pursuant to Regulation S are XS2435555821 and XS2423013742, respectively, and the Common Codes for the Notes sold pursuant to Rule 144A and pursuant to Regulation S are 243555582 and 242301374, respectively.

9. "eDreams ODIGEO" refers to eDreams ODIGEO S.A., a public limited liability company (*Sociedad Anónima*) organized under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002 Madrid, Spain (LEI 959800Y8LQ5MR2YZ4N96), incorporated on February 23, 2011 and with effect from March 10, 2021, registered with the Commercial Registry of Madrid under Tomo 41561, Folio 130, Hoja M-736332. Our telephone number is +34 934457153. Each share of common stock has equal voting, dividend and liquidation rights. As of the date of this Offering Memorandum, our issued share capital consists of 127,605,059 ordinary shares with a par value of €0.10 each. All share capital is fully paid up. We publish our audited financial statements on an annual basis and our unaudited interim financial results on a quarterly basis.

According to article 2 of our Bylaws, our corporate purpose shall be to:

1. Carry out travel agency activities on a wholesale-retail basis including mediation and /or organization of tourist services (such as flights, hotels, vacation packages, car rentals, cruises, travel insurance).

2. The activities included in the corporate purpose may be carried out indirectly by the company, totally or partially, by means of the ownership of shares or stockholdings in companies with an identical or analogous corporate purpose. To that end, we may acquire, manage and transfer securities of any type (including but not limited to shares, convertible bonds, ownership units, and holdings of any other type).

3. Under no circumstances shall the corporate purpose be deemed to include any activities for which the applicable law requires any kind of requirements or licenses not held by us.

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as of and for the six months ended
September 30, 2021 (unaudited)

Report on Limited Review

eDreams ODIGEO, S.A. and Subsidiaries
Interim Condensed Consolidated Financial Statements
and Interim Consolidated Management Report
for the six-month period ended
September 30, 2021

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Translation of a report and consolidated financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails

REPORT ON LIMITED REVIEW OF THE INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

To the Shareholders of eDreams ODIGEO, S.A., at the requested of Company Management:

Report on the interim condensed consolidated financial statements

Introduction

We have carried out a limited review of the accompanying interim condensed consolidated financial statements (hereinafter the interim financial statements) of eDreams ODIGEO, S.A. (hereinafter the parent Company) and its Subsidiaries (hereinafter the Group), which comprise the balance sheet at September 30, 2021, the income statement, the statement of other comprehensive income, the statement of changes in equity, the cash flow statement, and the explanatory notes, all of which have been condensed and consolidated, for the six-month period then ended. The parent's Company Directors are responsible for the preparation of said interim financial statements in accordance with the requirements established by IAS 34, "Interim Financial Reporting," adopted by the European Union for the preparation of interim condensed financial reporting as per article 12 of Royal Decree 1362/2007. Our responsibility is to express a conclusion on these interim financial statements based on our limited review.

Scope of the review

We have performed our limited review in accordance with the International Standard on Review Engagements 2410, "Review of Interim Financial Reporting Performed by the Independent Auditor of the Entity." A limited review of interim financial statements consists of making inquiries, primarily of personnel responsible for financial and accounting matters, and applying analytical and other review procedures. A limited review is substantially less in scope than an audit carried out in accordance with regulations on the auditing of accounts in force in Spain and, consequently, does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion on the accompanying interim financial statements.

Conclusion

Based on our limited review, which under no circumstances can be considered an audit of accounts, no matter come to our attention which would lead us to conclude that the accompanying interim financial statements for the six-month period ended September 30, 2021 have not been prepared, in all significant respects, in accordance with the requirements established in International Accounting Standard (IAS) 34, "Interim Financial Reporting," as adopted by the European Union in conformity with article 12 of Royal Decree 1362/ 2007 for the preparation of interim condensed financial statements.

Emphasis paragraph

We draw attention to the matter described in accompanying explanatory Note 4, which indicates that the above-mentioned accompanying interim financial statements do not include all the information that would be required for completed consolidated financial statements prepared in accordance with International Financial Reporting Standards, as adopted by the European Union. Therefore, the accompanying interim financial statements should be read in conjunction with Group consolidated financial statements for the year ended March 31, 2021. This does not modify our conclusion.

Building a better working world

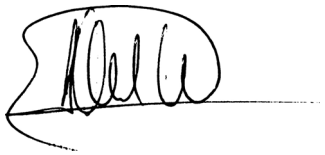
Report on other legal and regulatory requirements

The accompanying consolidated interim management report for the six-month period ended September 30, 2021 contains such explanations as the parent's Company Directors consider appropriate concerning significant events which occurred during this period and their effect on these interim financial statements, of which it is not an integral part, as well as on the information required in conformity with article 15 of Royal Decree 1362/2007. We have checked that the accounting information included in the abovementioned report agrees with the interim financial statements for the six-month period ended September 30, 2021. Our work is limited to verifying the consolidated interim management report in accordance with the scope described in this paragraph and does not include the review of information other than that obtained from the accounting records of eDreams ODIGEO, S.A. and Subsidiaries.

Paragraph on other issues

This report has been prepared at the request of the parent's Company Management with regard to the publication of the half yearly financial report required by article 119 of Royal Legislative Decree 4/2015, of October 23, approving the consolidated text of the Securities Market Law enacted by Royal Decree 1362/2007.

ERNST & YOUNG, S. L.



Albert Closa Sala

November 16, 2021

Condensed Consolidated Interim Income Statement

(Thousands of euros)	Notes	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Revenue		172,532	50,609
Cost of sales		(4,175)	416
Revenue Margin	8	**168,357**	**51,025**
Personnel expenses	9	(26,448)	(22,248)
Depreciation and amortization	10	(17,086)	(18,325)
Impairment loss	10	—	(6)
Impairment loss and gains on bad debts		(286)	95
Other operating expenses	11	(145,084)	(48,127)
Operating profit / (loss)		**(20,547)**	**(37,586)**
Interest expense on debt		(13,905)	(13,928)
Other financial income / (expenses)		(1,880)	1,637
Financial and similar income and expenses	12	**(15,785)**	**(12,291)**
Profit / (loss) before taxes		**(36,332)**	**(49,877)**
Income tax		(1,174)	4,718
Profit / (loss) for the period from continuing operations		**(37,506)**	**(45,159)**
Profit for the period from discontinued operations net of taxes		—	—
Consolidated profit / (loss) for the period		**(37,506)**	**(45,159)**
Non-controlling interest–Result		—	—
Profit / (loss) attributable to shareholders of the Company		**(37,506)**	**(45,159)**
Basic earnings per share (euro)	6	**(0.34)**	**(0.41)**
Diluted earnings per share (euro)	6	**(0.34)**	**(0.41)**

The accompanying notes F-11 to F-39 and appendices are an integral part of these condensed consolidated interim financial statements.

Condensed Consolidated Interim Statement of Other Comprehensive Income

(Thousands of euros)	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Consolidated profit / (loss) for the period (from the income statement)	**(37,506)**	**(45,159)**
Income / (expenses) recorded directly in equity	**313**	**1,941**
Exchange differences	313	1,941
Total recognized income / (expenses)	**(37,193)**	**(43,218)**
a) Attributable to shareholders of the Company	(37,193)	(43,218)
b) Attributable to minority interest	—	—

The accompanying notes F-11 to F-39 and appendices are an integral part of these condensed consolidated interim financial statements.

Condensed Consolidated Interim Statement of Financial Position

ASSETS (Thousands of euros)	Notes	Unaudited 30th September 2021	Audited 31st March 2021
Goodwill	13	632,028	631,920
Other intangible assets	14	295,709	299,541
Property, plant and equipment		8,723	7,865
Non-current financial assets		1,964	2,199
Deferred tax assets	21	6,516	6,449
Non-current assets		**944,940**	**947,974**
Trade receivables	15.1	34,481	15,233
Other receivables	15.2	13,416	3,757
Current tax assets		4,405	7,142
Cash and cash equivalents	16	35,969	12,138
Current assets		**88,271**	**38,270**
TOTAL ASSETS		**1,033,211**	**986,244**

EQUITY AND LIABILITIES (Thousands of euros)	Notes	Unaudited 30th September 2021	Audited 31st March 2021
Share capital		11,878	11,878
Share premium		974,512	974,512
Other reserves		(710,431)	(590,337)
Treasury shares		(3,998)	(4,088)
Profit / (loss) for the period		(37,506)	(124,229)
Foreign currency translation reserve		(8,953)	(9,266)
Shareholders' equity	17	**225,502**	**258,470**
Non-controlling interest		—	—
Total equity		**225,502**	**258,470**
Non-current financial liabilities	19	452,907	488,745
Non-current provisions	20	5,559	6,953
Deferred tax liabilities	21	20,496	19,584
Trade and other non-current payables	22	—	6,160
Non-current liabilities		**478,962**	**521,442**
Trade and other current payables	22	226,193	148,521
Current financial liabilities	19	48,713	24,500
Current provisions	20	9,712	8,227
Current deferred revenue	23	41,361	22,192
Current tax liabilities		2,768	2,892
Current liabilities		**328,747**	**206,332**
TOTAL EQUITY AND LIABILITIES		**1,033,211**	**986,244**

The accompanying notes F-11 to F-39 and appendices are an integral part of these condensed consolidated interim financial statements.

Condensed Consolidated Interim Statement of Changes in Equity

(Thousands of euros)	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the period	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2021 (*Audited*)		**11,878**	**974,512**	**(590,337)**	**(4,088)**	**(124,229)**	**(9,266)**	**258,470**
Total recognized income / (expenses)		**—**	**—**	**—**	**—**	**(37,506)**	**313**	**(37,193)**
Transactions with treasury shares	17.5	—	—	(23)	90	—	—	67
Operations with members or owners		**—**	**—**	**(23)**	**90**	**—**	**—**	**67**
Payments based on equity instruments	18	—	—	4,155	—	—	—	4,155
Transfer between equity instruments		—	—	(124,229)	—	124,229	—	—
Other changes		—	—	3	—	—	—	3
Other changes in equity		**—**	**—**	**(120,071)**	**—**	**124,229**	**—**	**4,158**
Closing balance at 30th September 2021 (*Unaudited*)		**11,878**	**974,512**	**(710,431)**	**(3,998)**	**(37,506)**	**(8,953)**	**225,502**

(Thousands of euros)	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the period	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2020 (*Audited*)		**11,046**	**974,512**	**(555,321)**	**(3,320)**	**(40,523)**	**(12,635)**	**373,759**
Total recognized income / (expenses)		**—**	**—**	**—**	**—**	**(45,159)**	**1,941**	**(43,218)**
Capital increases / (decreases)		832	—	—	(832)	—	—	—
Transactions with treasury shares		—	—	(22)	22	—	—	—
Operations with members or owners		**832**	**—**	**(22)**	**(810)**	**—**	**—**	**—**
Payments based on equity instruments	18	—	—	2,043	—	—	—	2,043
Transfer between equity instruments		—	—	(40,523)	—	40,523	—	—
Other changes	17.4	—	—	(540)	—	—	—	(540)
Other changes in equity		**—**	**—**	**(39,020)**	**—**	**40,523**	**—**	**1,503**
Closing balance at 30th September 2020 (*Unaudited*)		**11,878**	**974,512**	**(594,363)**	**(4,130)**	**(45,159)**	**(10,694)**	**332,044**

The accompanying notes F-11 to F-39 and appendices are an integral part of these condensed consolidated interim financial statements.

Condensed Consolidated Interim Cash Flows Statement

(Thousands of euros)	Notes	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Net profit / (loss)		(37,506)	(45,159)
Depreciation and amortization	10	17,086	18,325
Impairment and results on disposal of non-current assets	10	—	6
Other provisions		519	(19,119)
Income tax		1,174	(4,718)
Finance (income) / loss	12	15,785	12,291
Expenses related to share-based payments	18	4,155	2,043
Other non-cash items		—	(150)
Changes in working capital		61,780	19,779
Income tax paid		2,165	(5,053)
Net cash from / (used in) operating activities		**65,158**	**(21,755)**
Acquisitions of intangible assets and property, plant and equipment		(11,743)	(8,867)
Acquisitions of financial assets		(59)	—
Proceeds from disposals of financial assets		87	50
Net cash from / (used in) investing activities		**(11,715)**	**(8,817)**
Borrowings drawdown		19,000	15,000
Reimbursement of borrowings		(20,114)	(55,776)
Interests paid		(13,065)	(12,894)
Other financial expenses paid		(768)	(1,188)
Net cash from / (used in) financing activities		**(14,947)**	**(54,858)**
Net increase / (decrease) in cash and cash equivalents		**38,496**	**(85,430)**

(Thousands of euros)	Notes	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Net increase / (decrease) in cash and cash equivalents		**38,496**	**(85,430)**
Cash and cash equivalents net of bank overdrafts at beginning of period		(4,509)	83,337
Effect of foreign exchange rate changes		(549)	2,634
Cash and cash equivalents net of bank overdrafts at end of period		**33,438**	**541**
Cash and cash equivalents	16	35,969	8,896
Bank overdrafts	19	(2,531)	(8,355)
Cash and cash equivalents net of bank overdrafts at end of period		**33,438**	**541**

The accompanying notes F-11 to F-39 and appendices are an integral part of these condensed consolidated interim financial statements.

1. GENERAL INFORMATION

eDreams ODIGEO, S.A. (the "Company"), formerly LuxGEO Parent S.à r.l., was set up as a limited liability company (société à responsabilité limitée) formed under the Laws of Luxembourg on Commercial Companies on 14th February 2011, for an unlimited period. In January 2014, the denomination of the Company changed to eDreams ODIGEO, S.A. and its corporate form from S.à r.l. to S.A. ("Société Anonyme").

On 31st March 2020, the Group announced its plan to move the Group's registered seat ("siège sociale") and administration center ("administration centrale") from Luxembourg to Spain, to achieve organizational and cost efficiencies.

The change in nationality of the Company was effective on 10th March 2021, once the Spanish public deed was registered in the Commercial Registry of Madrid. Following the change in nationality, the denomination of the Company changed from eDreams ODIGEO, S.A. ("Société Anonyme") to eDreams ODIGEO, S.A. ("Sociedad Anónima").

The registered office is located at calle López de Hoyos 35, Madrid, Spain (previously, located at 4, rue du Fort Wallis, L-2714 Luxembourg).

eDreams ODIGEO, S.A. and its direct and indirect subsidiaries (collectively the "Group") headed by the Company, as detailed in note 28, is a leading online travel company that uses innovative technology and builds on relationships with suppliers, product know-how and marketing expertise to attract and enable customers to search, plan and book a broad range of travel products and services.

The Group's consolidated annual accounts for the year ended 31st March 2021 were approved by the General Shareholders' Meeting held on 22nd September 2021.

2. SIGNIFICANT EVENTS DURING THE PERIOD

2.1. SSRCF Covenant Waiver

On 30th April 2021, the Group announced that successful discussions with its lenders have resulted in its Super Senior Revolving Credit Facility ("SSRCF") only covenant of Gross Leverage Ratio being waived for the year ended 31st March 2022. Therefore, the next testing period for the covenant will be 30th June 2022.

The Group provides a monthly liquidity report and ensures that liquidity on each quarter date (30th June, 30th September, 31st December and 31st March) during the waiver period is not less than €25 million. The current level of liquidity gives the Group ample headroom versus the €25 million limit.

As at 30th September 2021 the liquidity was €144 million (€106 million as at 31st March 2021) (see section 7 Reconciliation of APMs & other defined terms).

Additionally, during the waiver period the Company shall not pay any dividend or buy-back the Company's shares.

Interest on the SSRCF and the 2023 Senior Notes will continue to be paid as usual.

2.2. Change in key management

Quentin Bacholle, who previously served as Chief Vacation Products Officer has left the business after 11 years. This management change was effective after 30th June 2021.

2.3. Delivery of treasury shares

On 30th August 2021, the Board of Directors resolved to deliver 898,527 treasury shares (see note 17.5) to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 18.1).

3. IMPACT OF COVID-19

3.1. Impact in the six months ended 30th September 2021

COVID-19 was initially detected in China in December 2019, and over the subsequent months the virus spread to other regions, including to the Group's main markets in Europe. On 11th March 2020, the World Health Organization declared that the rapidly spreading COVID-19 outbreak was a global pandemic.

3. IMPACT OF COVID-19 (Continued)

In response to the pandemic, many countries have implemented measures such as "stay-at-home" policies and travel restrictions. These measures have led to a significant decrease in Bookings across the travel sector, as well as an unparalleled level of flight cancellations.

In the comparative period of six months ended 30th September 2020, the COVID-19 pandemic strongly impacted the trading activities of the Group, with a reduction of 75% in the Bookings year-on-year.

In the six months ended 30th September 2021, there has been an increasing demand for leisure travel compared with the previous year, as more people are vaccinated and restrictions are eased. This, combined with the Group's unique customer proposition, is enabling the business to attract more customers and capture market share from its competitors. Since the month of June 2021, Bookings have improved to even surpass pre-COVID-19 levels, with the month of September 2021 being over 30% higher than in the month of September 2019. However, the average basket value is still meaningfully below pre-COVID-19 levels. Due to restrictions and uncertainties there is a disproportionate amount of consumers booking short haul, with less passengers per booking and thus lower booking value. Additionally, the comparability between periods is partly impacted by the change in seasonality patterns due to COVID-19.

The main impacts of COVID-19 on the Group for the six months ended 30th September 2021 are set out below.

Impacts directly linked with the increase in Bookings compared with the six months ended 30th September 2020:

- Increase in trading activities compared with the six months ended 30th September 2020, with Bookings up 291% and Revenue Margin up 230%. The increase in number of Bookings has been stronger than the increase in Revenue Margin due to the lower average basket value. Compared with the six months ended 30th September 2019, pre-COVID-19 context, the Bookings are 1% lower and Revenue Margin is 40% lower.
- Cost of sales incurred by the supply of hotel accommodation where the Group acts as a principal was positive for €0.4 million (income) in the period of six months ended 30th September 2020 and negative for €4.2 million (expense) in the period of six months ended 30th September 2021. This variation is due to high volume of Bookings cancellation and very low trading activity in the period of six months ended 30th September 2020. The cancellation of the hotel accommodations correspondingly negatively impacted the gross revenue.
- Marketing and other operating expenses were up 265% compared with the six months ended 30th September 2020, as a large portion is variable costs directly related to volume of Bookings (see note 11), but are still lower than pre-COVID-19 levels by 24% compared with the six months ended 30th September 2019.
- As a direct consequence of the increase in volume of Bookings, the amount of trade receivables (see note 15.1), other receivables (see note 15.2), cash and cash equivalents (see note 16), and trade payables (see note 22) have increased in comparison to 31st March 2021 but still lower than the balance as at 30th September 2019 (pre-COVID-19).

Impacts linked with remaining restrictions and uncertainties in the COVID-19 context:

- Forward looking information for the calculation of the impairment loss on trade receivables includes consideration of the impact of COVID-19 on the financial situation of our customers, in line with 31st March 2021.
- Additional operational provisions related to the impact of COVID-19 on cancellations on commissions and chargebacks were recognized by the Group as at 31st March 2021 and 30th September 2021. In the six months ended 30th September 2021, these provisions have increased by €1.3 million and €1.1 million respectively, due to the increase in volume (see notes 15 and 20). The amount of these provisions as at 30th September 2021 is €3.4 million and €4.8 million, respectively (€2.1 million and €3.7 million, respectively as at 31st March 2021).

3. IMPACT OF COVID-19 (Continued)

3.2. Future effects of COVID-19 on the Group

The condensed consolidated interim financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position. Prudent management actions, since the beginning of the crisis, have secured the Group's position to ensure a rapid return to full operational effectiveness once normal activity resumes. The sharp increase in demand for leisure travel translating to an increase in Bookings during the six months ended 30th September 2021, above the travel market in general, shows a sustained positive trend towards recovery.

The Group prepared three different scenarios of projections in the year ended 31st March 2021. These projections were based on external reports on the travel sector published by IATA, Moody's and S&P. The Group took into consideration the differences that its own business had with the overall travel sector evolution based on the actual differences seen in the performance of the year ended 31st March 2021. The scenarios were different depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery:

- In scenario I, herd immunity in Europe and the United States is not reached in the year ended 31st March 2022 and there are further virus outbreaks during the year. In this scenario, the Group will reach a volume of yearly Bookings similar to pre-COVID-19 levels in the year ended 31st March 2024.
- In scenario II, herd immunity in Europe and the United States is reached in the second half of the year ended 31st March 2022. In this scenario, the Group will reach a volume of yearly Bookings similar to pre-COVID-19 levels in the year ended 31st March 2023.
- In scenario III, herd immunity in Europe and the United States is reached in the second quarter of the year ended 31st March 2022. In this scenario, the Group will reach a volume of yearly Bookings higher than pre-COVID-19 levels in the year ended 31st March 2023.

The Impairment test performed at 31st March 2021 based on these projections by CGU has not been updated as of 30th September 2021 as no indicator of additional impairment has been identified. While the level of uncertainty related to the COVID-19 pandemic remains significant, in the six months ended 30th September 2021 there has been an increasing demand for leisure travel compared with the previous year, as more people are vaccinated and restrictions are eased. In the six months ended 30th September 2021, the Group is in line or above the projections of Bookings and Adjusted EBITDA used in the impairment test of 31st March 2021. See definitions of Alternative Performance Measures in section 6. Glossary of definitions and reconciliations in section 7. Reconciliations.

Additionally, the Group has performed an update to the projections during the current period, based on a sole scenario that has not been split by CGU, that is globally more positive than the previous projections.

Regarding the discount rate, there have been no significant variations in the parameters used for the calculation of the WACC rate that would result in indicators of impairment.

Therefore the condensed consolidated interim financial statements do not reflect any adjustment related to the impairment analysis as at 30th September 2021.

The scope of the future effects of the COVID-19 pandemic on the Group's operations, cash flows and growth prospects depends on future developments. These include, among others, the severity, extent and duration of the pandemic mitigated by vaccination programs and efficacy of the vaccine.

The Group has access to funding from its €175 million SSRCF, of which €107.9 million is available for draw down as at 30th September 2021 (€93.8 million as at 31st March 2021) to manage the liquidity requirements of its operations. On 30th April 2021, the Group obtained a 12 months waiver from its lenders regarding the only covenant of Gross Leverage Ratio of the SSRCF, achieving further financial flexibility for the Group (see notes 2.1 and 19).

Even under the worst scenario, the projections show that the liquidity of the Group will be sufficient for the next 12 months, and with ample headroom versus the €25 million limit of the new SSRCF covenant waiver (see note 2.1).

Since the beginning of the health crisis, Management has adopted and continues to follow a prudent approach to its cost base and capital expenditure. Several measures have been taken to achieve cost

3. IMPACT OF COVID-19 (Continued)

savings, reducing Fixed Costs & CAPEX and adding in this way extra adaptability to our business model. The Group has also adapted its strategy on some products to mitigate risks in the COVID-19 context. Finally, the Group has focused its investment in selected strategic areas including Prime, customer care, mobile and travel content to emerge stronger and well positioned from the crisis once normal activity resumes.

Even when the economic and operating conditions improve, the Group cannot predict the long-term effects of the pandemic on its business or on the travel industry in general and expects the market in which it operates to have evolved. As a leisure-only focused business, the Group is at an advantage because the market in which the Group operates is recovering more quickly.

While the long term outlook for leisure travel is very strong, over the next few months there may still be volatility. It is clear that the pandemic has not affected the desire for leisure travel. However government restrictions continue to change, and normal seasonality patterns are being thrown off. We expect a continuing transition period as vaccination rates increase, potential threat of virus variants, and government restrictions evolve.

4. BASIS OF PRESENTATION

4.1. Accounting Principles

These condensed consolidated interim financial statements and notes for the six months ended 30th September 2021 of eDreams ODIGEO and its subsidiaries ("the Group") have been approved by the Company's Board of Directors at its meeting on 15th November 2021 in accordance with the International Financial Reporting Standards IAS 34—Interim Financial Reporting as adopted in the European Union and the figures are expressed in thousands of euros.

As these are condensed consolidated interim financial statements, they do not include all the information required by IFRS for the preparation of the annual financial statements and must therefore be read in conjunction with the Group consolidated financial statements prepared in accordance with IFRS as adopted in the European Union for the year ended 31st March 2021.

The accounting policies used in the preparation of these condensed consolidated interim financial statements for the six months ended 30th September 2021 are the same as those applied in the Group's consolidated financial statements for the year ended 31st March 2021 (see note 5 of the Notes to the consolidated financial statements for 31st March 2021), except for new IFRS or IFRIC issued, or amendments to existing ones that came into effect as of 1st April 2021, the adoption of which did not have a significant impact on the Group's financial situation in the period of application.

There is no accounting principle or policy which would have a significant effect and has not been applied in drawing up these financial statements.

4.2. New and revised International Financial Reporting Standards

The accounting policies adopted in the preparation of the condensed consolidated interim financial statements as of 30th September 2021 are consistent with those followed in the preparation of the Group's annual consolidated financial statements for the year ended 31st March 2021.

The adoption of new IFRS or IFRIC issued, or modifications to existing ones that entered into force as of 1st April 2021, has not had a significant impact on the Group's financial situation.

The Group has not early adopted any standards, interpretations or amendments that have been issued but are not yet effective as at 1st April 2021.

4.3. Use of estimates and judgements

In the application of the Group's accounting policies, the Board of Directors is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered relevant, including the COVID-19 impacts explained in note 3. Actual results may differ from these estimates.

4. BASIS OF PRESENTATION (Continued)

These estimates and assumptions mainly concern Intangible assets other than goodwill: measurement, useful life and impairment, allocation of the purchase price and goodwill, Impairment test of CGUs, Revenue recognition, Income tax and recoverability of deferred tax assets, Share-based payment valuation, Provisions, Judgments and estimates related to credit risk and Judgments and estimates related to business projections. A description of these can be found in note 4.3 of the Notes to the consolidated financial statements for the year ended 31st March 2021.

4.4. Changes in consolidation perimeter

The company eDreams Gibraltar Ltd., incorporated on 12th August 2021, has been added into the scope. This new company will operate as a travel agency. As of 30th September 2021 it has not yet started its activity.

4.5. Comparative information

The Directors present, for comparative purposes, together with the figures for the six months ended 30th September 2021, the previous period's figures for each of the items on the annual consolidated statement of financial position, this being the period ended 31st March 2021 and the six months ended 30th September 2020 for the consolidated income statement, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated cash flows statement and the quantitative information required to be disclosed in the consolidated financial statements.

The figures of the six months ended 30th September 2020 were heavily impacted by the COVID-19 pandemic, more than the six months ended 30th September 2021 (see note 3), which impacts the comparability of the figures.

4.6. Working capital

The Group had negative working capital as of 30th September 2021 and 31st March 2021, which is a common circumstance in the business in which the Group operates and considering its financial structure. It does not present any impediment to its normal business.

The Group's €175 million Super Senior Revolving Credit Facility ("SSRCF") is available to fund its working capital needs and guarantees, of which €107.9 million are available for cash drawn down as at 30th September 2021 (€93.8 million as at 31st March 2021). See note 19.

5. SEASONALITY OF BUSINESS

We experience seasonal fluctuations in the demand for travel services and products offered by us. Because we generate the largest portion of our Revenue Margin from flight bookings, and most of that revenue for flight is recognized at the time of booking, we tend to experience higher revenues in the periods during which travelers book their vacations, i.e., during the first and second calendar quarters of the year, corresponding to bookings for the busy spring and summer travel seasons. Consequently, comparisons between quarters may not be meaningful. Additionally, the COVID-19 pandemic has also affected travelers' behaviours and normal seasonality patterns are being thrown off (see note 3).

6. EARNINGS PER SHARE

The basic earnings per share is calculated by dividing the profit attributable to equity holders of the Company by the average number of shares.

As a result of its own shares held as treasury stock (see note 17.5), the weighted average number of ordinary shares used to calculate basic earnings per share was 110,173,092 for the six months ended 30th September 2021.

In the earning per share calculation for the six months ended 30th September 2021 and 30th September 2020 dilutive instruments are considered for the Incentive Shares granted (see note 18), only when their conversion to ordinary shares would decrease earnings per share or increase loss per share. As the result attributable to the owner of the parent for the six months ended 30th September 2021 and 30th September 2020 is a loss, dilutive instruments have not been considered for this period.

6. EARNINGS PER SHARE (Continued)

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits) for the six months ended 30th September 2021 and 30th September 2020, is as follows:

	Unaudited 6 months ended 30th September 2021			Unaudited 6 months ended 30th September 2020		
	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)
Basic earnings per share	(37,506)	110,173,092	(0.34)	(45,159)	109,377,722	(0.41)
Diluted earnings per share	(37,506)	110,173,092	(0.34)	(45,159)	109,377,722	(0.41)

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits), based on Adjusted Net Income (see section 7. Reconciliation of APM and other defined terms), for the six months ended 30th September 2021 and 30th September 2020, is as follows:

	Unaudited 6 months ended 30th September 2021			Unaudited 6 months ended 30th September 2020		
	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)
Basic earnings per share	(27,710)	110,173,092	(0.25)	(42,811)	109,377,722	(0.39)
Diluted earnings per share	(27,710)	110,173,092	(0.25)	(42,811)	109,377,722	(0.39)

7. SEGMENT INFORMATION

The Group reports its results in geographical segments based on how the Chief Operating Decision Maker (CODM) manages the business, makes operating decisions and evaluates operating performance. For each reportable segment, the Group's Leadership Team comprising of the Chief Executive Officer and the Chief Financial Officer, reviews internal management reports. Accordingly, the Leadership Team is construed to be the Chief Operating Decision Maker (CODM).

As stated in IFRS 8, paragraph 23, an entity shall report a measure of total assets and liabilities for each reportable segment if such amounts are regularly provided to the Chief Operating Decision Maker. The assets and liabilities of the Group are broken down by segment solely for the purpose of carrying out the impairment test by CGU on an annual basis or in the event of signs of impairment. As this information is not provided for decision-making purposes, information regarding assets and liabilities by segments has not been disclosed in these condensed consolidated interim financial statements.

The Group has identified as segments the different markets in which it operates, since it is the basis on which the information is reported to Management on a monthly basis and strategic decisions are made, such as the launch of new services, pricing strategies or investment in marketing.

The product dimension (flights, hotels, dynamic packages, etc.) is not the main dimension on the basis of which Management makes strategic decisions, since this dimension would not provide enough granularity, as the Group's business is "flight-centric".

The Group distinguishes between two main categories within its segments: the 6 main markets in which the Group operates and the rest of the world. It is relevant to group our segments in terms of current presence and maturity of operations in the markets.

7. SEGMENT INFORMATION (Continued)

Inside of the top 6, the Group aggregates Spain and Italy to create the "Southern Europe" operating segment, as well as Germany, the Nordic countries and the United Kingdom to create the "Northern Europe" operating segment, as these markets have similar economic characteristics and similar customer behaviour patterns.

The Group considers the "Rest of the World" segment a segment in itself, and not an aggregation of segments, since it operates internally as such and the information that Management receives on a regular basis considers "Rest of the World" one of the markets.

The following is an analysis of the Group's Profit & loss and Bookings by segment:

Unaudited 6 months ended 30th September 2021	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Top 6 Markets	Rest of the World	Total
Gross Bookings(*)	473,966	294,752	482,469	1,251,187	433,462	**1,684,649**
Number of Bookings(*)	1,319,903	1,457,394	1,535,348	4,312,645	1,427,193	**5,739,838**
Revenue	54,762	31,470	45,143	131,375	41,157	**172,532**
Revenue Margin	**53,713**	**29,785**	**44,490**	**127,988**	**40,369**	**168,357**
Variable costs	(37,615)	(28,091)	(38,391)	(104,097)	(33,709)	**(137,806)**
Marginal Profit	**16,098**	**1,694**	**6,099**	**23,891**	**6,660**	**30,551**
Fixed costs						**(29,808)**
Depreciation and amortization						**(17,086)**
Others						**(4,204)**
Operating profit / (loss)						**(20,547)**
Financial result						**(15,785)**
Profit / (loss) before tax						**(36,332)**

(*) Non-GAAP measure.

Unaudited 6 months ended 30th September 2020	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Top 6 Markets	Rest of the World	Total
Gross Bookings(*)	134,144	76,396	142,474	353,014	108,520	**461,534**
Number of Bookings (*)	378,662	325,302	422,385	1,126,349	342,554	**1,468,903**
Revenue	17,518	8,890	13,919	40,327	10,282	**50,609**
Revenue Margin	17,518	9,161	14,000	40,679	10,346	**51,025**
Variable costs	(9,058)	(7,761)	(12,930)	(29,749)	(8,625)	**(38,374)**
Marginal Profit	**8,460**	**1,400**	**1,070**	**10,930**	**1,721**	**12,651**
Fixed costs						**(29,461)**
Depreciation and amortization						**(18,325)**
Impairment and results on disposal of non-current assets	—	(6)	—	(6)	—	**(6)**
Others						**(2,445)**
Operating profit / (loss)						**(37,586)**
Financial result						**(12,291)**
Profit / (loss) before tax						**(49,877)**

(*) Non-GAAP measure.

Note: all revenues reported above are with external customers and there are no transactions between segments.

The products and services from which customer sales revenue are derived are the same for all segments, except Metasearch, which focuses on the French market, and is marketed under the Liligo brand.

7. SEGMENT INFORMATION (Continued)

In the six months ended 30th September 2021 and 30th September 2020, no single customer contributed 10% or more to the Group's revenue.

The Group does not provide a detail of fixed costs, depreciation and amortization or other costs by segment, as these expenses not directly related with Bookings are common to all markets. The Management of the Group reviews the profitability of the segments based on their Marginal Profit.

Goodwill by country is detailed in note 13.

See definitions of Alternative Performance Measures in section 6. Glossary of definitions and reconciliations in section 7. Reconciliations.

8. REVENUE MARGIN

The Group disaggregates revenue from contracts with customers by source of revenue, as Management believe this best depicts how the nature, amount, timing and uncertainty of the Group's revenue and cash flows are affected by economic factors.

The following is a detail of the Group's Revenue Margin by source:

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Diversification revenue	120,320	31,323
Classic revenue–customer	18,710	13,984
Classic revenue–supplier	26,123	3,733
Advertising & Metasearch	3,204	1,985
Total revenue margin	**168,357**	**51,025**

Revenue Margin in the six months ended 30th September 2020 was heavily impacted by COVID-19. The increase in Revenue Margin in the six months ended 30th September 2021 is related to the increase in Bookings compared with the previous period (see note 3).

This split of Revenue Margin by source is similar at the level of each segment, with the exception of the split between classic revenue–customer and diversification revenue that differs by market due to our Prime maturity per market.

See definitions of Alternative Performance Measures in section 6. Glossary of definitions and reconciliations in section 7. Reconciliations.

9. PERSONNEL EXPENSES

9.1. Personnel expenses

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Wages and salaries	(16,974)	(15,336)
Social security costs	(5,085)	(4,779)
Other employee expenses (including pension costs)	(234)	(71)
Adjusted personnel exp. (including share-based compensation)	(4,155)	(2,062)
Total personnel expenses	**(26,448)**	**(22,248)**

The increase in wages and salaries expense and social security costs is mainly related to the lower expenses in the six months ended 30th September 2020 due to the temporary reduction of working hours (40% between April and August 2020 and 20% in September 2020, the affected employees receiving 80% and then 90% of their net remuneration).

In the six months ended 30th September 2021, adjusted personnel expenses mainly relate to the share-based compensation of €4.2 million (€2.0 million in the six months ended 30th September 2020), see notes 18.1 and 18.2.

9. PERSONNEL EXPENSES (Continued)

See definition of adjusted items in section 6. Glossary of definitions and reconciliations in section 7. Reconciliations.

9.2. Number of employees

The average number of employees by category of the Group is as follows:

Average headcount

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Key management	8	8
Other senior management	49	56
People managers	140	150
Individual contributor	729	843
Total average number of employees	926	1,057

During the year ended 31st March 2021 and the six months ended 30th September 2021, the Group did not restructure any of its workforce. The main underlying factor for the decrease in average number of employees from 1,057 to 926 is the natural turnover of employees.

10. DEPRECIATION AND AMORTIZATION

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Depreciation of property, plant and equipment	(1,708)	(2,133)
Amortization of intangible assets	(15,378)	(16,192)
Total depreciation and amortization	**(17,086)**	**(18,325)**
Impairment of property, plant and equipment	—	(3)
Impairment of intangible assets	—	(3)
Total impairment	—	(6)

Depreciation of property, plant and equipment includes depreciation on right of use office leases under IFRS 16 Leases for €0.9 million in the six months ended 30th September 2021 (€1.0 million in the six months ended 30th September 2020).

Amortization of intangible assets primarily relates to the capitalized IT projects as well as the intangible assets identified through purchase price allocation.

11. OTHER OPERATING EXPENSES

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Marketing and other operating expenses	(137,343)	(37,660)
Professional fees	(2,107)	(2,487)
IT expenses	(4,948)	(5,275)
Rent charges	(402)	(567)
Taxes	(634)	(385)
Foreign exchange gains / (losses)	399	(1,370)
Adjusted operating expenses	(49)	(383)
Total other operating expenses	**(145,084)**	**(48,127)**

Marketing expenses consist of customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns), commissions due to agents and white label partners.

11. OTHER OPERATING EXPENSES (Continued)

Other operating expenses included in "Marketing and other operating expenses" primarily consist of credit card processing costs, chargebacks on fraudulent transactions, GDS search costs and fees paid to our outsourcing service providers, such as call centers. A large portion of these expenses is variable costs, directly related to volume of Bookings or transactions processed.

The increase in Marketing and other operating expenses in the six months ended 30th September 2021 is related to the increase in Bookings in the current period (see note 3).

Professional fees mainly consist of external services such as consulting, recruitment, legal and tax advisors.

IT expenses mainly consist of technology maintenance charges and hosting expenses.

The decrease in the six months ended 30th September 2021 in Professional fees and IT expenses is mainly related to the cost-saving measures implemented in response to the impact of COVID-19 (see note 3).

Foreign exchange gains / (losses) mainly relate to the impact of fluctuations on the foreign exchange rates for trade receivables and trade payables in currencies other than the Euro.

12. FINANCIAL INCOME AND EXPENSE

	Unaudited 6 months ended 30th September 2021	Unaudited 6 months ended 30th September 2020
Interest expense on 2023 Notes	(11,688)	(11,688)
Interest expense on SSRCF	(865)	(1,127)
Interest expense on Government sponsored loan	(210)	(99)
Effective interest rate impact on debt	(1,142)	(1,014)
Interest expense on debt	**(13,905)**	**(13,928)**
Foreign exchange gains / (losses)	(779)	2,407
Interest expense on lease liabilities	(91)	(51)
Other financial expense	(1,152)	(719)
Other financial income	142	—
Other financial result	**(1,880)**	**1,637**
Total financial result	**(15,785)**	**(12,291)**

The interest expense on the 2023 Notes corresponds to 5.5% interest rate on the €425 million principal of the Notes, that is payable semi-annually in arrears.

As mentioned in note 3, the Group has access to funding from its €175 million SSRCF to manage the liquidity requirements of its operations. As explained in note 19, €57 million from the SSRCF have been converted to credit facilities ancillary to the SSRCF with certain Banks (€60 million as at 30th September 2020).

The interest expense on SSRCF accrued during the six months ended 30th September 2021 is €0.9 million (€1.1 million during the six months ended 30th September 2020). The decrease is due to the lower utilization of the SSRCF during the six months ended 30th September 2021. During the six months ended 30th September 2020 the utilization of the SSRCF was higher due to the impact of COVID-19 (see note 3).

On 30th June 2020, the Group signed a syndicated loan of €15 million due 2023 (the "Government sponsored loan"), guaranteed by the Spanish Official Credit Institute. The interest expense accrued during the six months ended 30th September 2021 is €0.2 million (€0.1 million during the six months ended 30th September 2020).

Foreign exchange gains/ (losses) relate mainly to the impact of fluctuations on the foreign exchange rates for cash and cash equivalents that we have in currencies other than euros.

Other financial expense mainly includes interests on the use of the credit facilities ancillary to the SSRCF (see note 19) for €0.2 million during the six months ended 30th September 2021 (€0.0 million during the

12. FINANCIAL INCOME AND EXPENSE (Continued)

six months ended 30th September 2020), agency fees and commitment fees related to the SSRCF for €0.6 million during the six months ended 30th September 2021 (€0.6 million during the six months ended 30th September 2020).

Other financial income mainly includes interests received from tax authorities on the collection of certain amounts receivable from previous years for €0.1 million.

13. GOODWILL

The detail of the goodwill movement by CGUs for the six months ended 30th September 2021 is set out below:

Markets	Audited 31st March 2021	Scope entry	Exchange rate differences	Impairment	Unaudited 30th September 2021
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	58,974	—	406	—	59,380
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**868,026**	**—**	**406**	**—**	**868,432**
France	(123,681)	—	—	—	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(43,293)	—	(298)	—	(43,591)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(236,106)**	**—**	**(298)**	**—**	**(236,404)**
Total net goodwill	631,920	—	108	—	632,028

As at 30th September 2021, the amount of the goodwill corresponding to the Nordics market has increased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

The Group performs an impairment test on the value of the Cash Generating Units ("CGUs") annually, or in the event of an indication of impairment, in order to identify a possible impairment in goodwill. The impairment test done as of 31st March 2021 has not been updated as of 30th September 2021 as no additional impairment indicator has been identified (see note 3.2). The assumptions, conclusions and analysis of the sensitivities of the impairment test done as of 31st March 2021 are detailed in note 18 of the Consolidated Financial Statements of 31st March 2021.

13. GOODWILL (Continued)

The detail of the goodwill movement by CGUs for the six months ended 30th September 2020 is set out below:

Markets	Audited 31st March 2020	Scope entry	Exchange rate differences	Impairment	Unaudited 30th September 2020
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	54,586	—	2,530	—	57,116
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**863,638**	**—**	**2,530**	**—**	**866,168**
France	(101,608)	—	—	—	(101,608)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(38,152)	—	(1,769)	—	(39,921)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(208,892)**	**—**	**(1,769)**	**—**	**(210,661)**
Total net goodwill	**654,746**	**—**	**761**	**—**	**655,507**

As at 30th September 2020, the amount of the goodwill corresponding to the Nordics market increased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

14. OTHER INTANGIBLE ASSETS

The detail of the other intangible assets movement for the six months ended 30th September 2021 is set out below:

Movement of other intangible assets for the six months ended 30th September 2021	
Balance at 31st March 2021 *(Audited)*	**299,541**
Acquisitions	11,546
Amortization (see note 10)	(15,378)
Balance at 30th September 2021 *(Unaudited)*	**295,709**

Acquisitions mainly correspond to the capitalization of the technology developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

The detail of the other intangible assets movement for the six months ended 30th September 2020 is set out below:

Movement of other intangible assets for the six months ended 30th September 2020	
Balance at 31st March 2020 *(Audited)*	**316,979**
Acquisitions	8,486
Amortization (see note 10)	(17,174)
Disposals	(3)
Balance at 30th September 2020 *(Unaudited)*	**308,288**

14. OTHER INTANGIBLE ASSETS (Continued)

The increase in amortization of licenses for the six months ended 30th September 2020 includes an increase of €1.0 million of a correction booked against retained earnings due to an error in the calculation of the amortization of a license in the previous years (see note 17.4).

On 6th July 2020, in relation with the new Government sponsored loan obtained (see note 19), the Group's subsidiary Vacaciones eDreams, S.L. constituted a real first-lieu pledge on the brand "eDreams". This pledge guarantees full and timely compliance with all Guaranteed Obligations of the Government sponsored loan granted to the Group's subsidiary Vacaciones eDreams, S.L. for an amount up to €15 million. As at 30th September 2021, the brand "eDreams" has a book value of €80,815 thousand.

15. TRADE AND OTHER RECEIVABLES

15.1. Trade receivables

The trade receivables from contracts with customers as at 30th September 2021 and 31st March 2021 are as follows:

	Unaudited 30th September 2021	Audited 31st March 2021
Trade receivables	12,265	9,518
Accrued income	30,885	14,110
Impairment loss on trade receivables and accrued income	(5,439)	(6,345)
Provision for Booking cancellation	(3,425)	(2,092)
Trade related deferred expenses	195	42
Total trade receivables	**34,481**	**15,233**

The increase in trade receivables, accrued income and provision for Booking cancellation as at 30th September 2021 is mainly due to the increase in trading volumes (see note 3).

The calculation of the impairment loss on trade receivables and accrued income considers in the forward-looking information the impact of COVID-19 on the financial situation of our clients, as it was considered as of 31st March 2021. There have not been significant changes in customer risk compared to 31st March 2021, however the increase in trade receivables and accrued income corresponds mainly to customers with a lower credit risk than the average customers of 31st March 2021. The decrease in the impairment loss on trade receivables and accrued income is due to the write off of certain receivables as uncollectible for €1.2 million.

15.2. Other receivables

	Unaudited 30th September 2021	Audited 31st March 2021
Advances given–trade related	10,671	1,366
Other receivables	352	435
Prepayments	2,393	1,956
Total other receivables	**13,416**	**3,757**

The increase in advances given—trade related as at 30th September 2021 is mainly due to the increase in volumes linked with COVID-19 (see note 3), for which we have increased the advances given to certain trade suppliers.

16. CASH AND CASH EQUIVALENTS

	Unaudited 30th September 2021	Audited 31st March 2021
Cash and other cash equivalents	35,969	12,138
Total cash and cash equivalents	**35,969**	**12,138**

16. CASH AND CASH EQUIVALENTS (Continued)

The Group has no restricted cash.

The increase in cash and cash equivalents as at 30th September 2021 is mainly due to the increase in the volumes of Bookings (see note 3).

17. EQUITY

	Unaudited 30th September 2021	Audited 31st March 2021
Share capital	11,878	11,878
Share premium	974,512	974,512
Equity-settled share-based payments	20,631	16,475
Retained earnings and others	(731,062)	(606,812)
Treasury shares	(3,998)	(4,088)
Profit and Loss attributable to the parent company	(37,506)	(124,229)
Foreign currency translation reserve	(8,953)	(9,266)
Non-controlling interest	—	—
Total equity	**225,502**	**258,470**

17.1. Share capital

The Company's share capital amounts to €11,878,153 and is represented by 118,781,530 shares with a face value of €0.10 per share.

The significant shareholders of the Company with a percentage of share capital equal to or higher than 5% and Board members as at 30th September 2021 are the following:

	Number of shares	% Share capital
Permira	32,011,388	26.9%
Ardian	19,843,510	16.7%
Cairn Capital Limited	13,219,717	11.1%
Sunderland Capital Partners LP	6,371,316	5.4%
Treasury shares	7,857,211	6.6%
Total more than 5%	**79,303,142**	
Board Members	2,551,956	2.1%
Others below 5%	36,926,432	31.1%
Total Company	**118,781,530**	

During the six months ended 30th September 2021 and six months ended 30th September 2020, the Group did not carry out any significant transactions with its shareholders other than those mentioned in note 25.

The Company's shares are admitted to official listing on the Spanish Stock Exchanges.

17.2. Share premium

The share premium account may be used to provide for the payment of any shares, which the Company may repurchase from its shareholders, to offset any net realized losses, to make distributions to the shareholders in the form of a dividend or to allocate funds to the legal reserve.

17.3. Equity-settled share-based payments

The amount recognized under "equity-settled share-based payments" in the consolidated statement of financial position at 30th September 2021 and 31st March 2021 arose as a result of the Long-Term Incentive plans given to the employees.

As at 30th September 2021, the only Long-Term Incentive plans currently granted to employees are the 2016 LTIP and the 2019 LTIP detailed in note 18.1 and 18.2, respectively.

17. EQUITY (Continued)

17.4. Retained earnings and others

In the comparative figures presented for the six months ended 30th September 2020, the Group has included a correction of previous years against retained earnings for an amount of €0.5 million, corresponding mainly to an adjustment of an error in the calculation of the amortization of a license in the previous years for €1.0 million (see note 14), net of its tax impact for €0.3 million.

17.5. Treasury shares

As at 30th September 2021, the Group had 7,857,211 treasury shares, carried in equity at €4.0 million, at an average historic price of €0.51 per share. eDreams International Network, S.L. owns 6,775,745 shares valued at €0.10 each and the remaining 1,081,466 shares are in eDreams ODIGEO, S.A. valued at €3.07 each.

The treasury shares have been fully paid.

The movement of treasury shares during the six months ended 30th September 2021 and September 2020 is as follows:

	Number of shares	Thousand of euros
Treasury shares at 31st March 2021 *(Audited)*	**8,755,738**	**4,088**
Reduction due to vesting of LTIP (see note 2.3)	(898,527)	(90)
Treasury shares at 30th September 2021 *(Unaudited)*	**7,857,211**	**3,998**

	Number of shares	Thousand of euros
Treasury shares at 31st March 2020 *(Audited)*	**1,081,466**	**3,320**
Capital increase	8,318,487	832
Reduction due to vesting of LTIP	(217,516)	(22)
Treasury shares at 30th September 2020 *(Unaudited)*	**9,182,437**	**4,130**

17.6. Foreign currency translation reserve

The foreign currency translation reserve corresponds to the net amount of the exchange differences arising from the translation of the financial statements of eDreams, L.L.C., ODIGEO Hungary, Kft., GEO Travel Pacific, Pty. Ltd. and Travellink, A.B. since they are denominated in currencies other than the Euro.

18. SHARE-BASED COMPENSATION

18.1. 2016 Long-term incentive plan

On 20th July 2016, the Board of Directors decided to implement a Long-Term Incentive Plan ("2016 LTIP") for key executives and other employees of the Group with a view to incentivizing them to continue improving the Group's results and retaining and motivating key personnel.

During the year ended 31st March 2021, the Company observed that there were significant potential rights pending to be allotted under the 2016 LTIP. As a result, on 23rd March 2021, the Board of Directors agreed to extend and adjust the 2016 LTIP by creating four additional tranches and extending its duration, intending to include new individuals that previously were not beneficiaries of the 2016 LTIP and continue incentivizing and retaining its personnel.

The 2016 LTIP lasts for eight years and vests between August 2018 and February 2026 based on financial results. The exercise price of the rights is €0.

The 2016 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided

18. SHARE-BASED COMPENSATION (Continued)

that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

Total maximum dilution of the PSRs and RSUs would represent, if fully vested, 6.32% of the total issued share capital of the Group, over a period of 4 years, and therefore 1.58% yearly average on a fully diluted basis. The maximum dilution has not been affected by the amendment to the 2016 Plan on 23rd March 2021.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 30th September 2021 7,837,126 Potential Rights have been granted since the beginning of the plan under the 2016 LTIP (6,644,638 Potential Rights at 31st March 2021), of which 385,575 shares (The First Tranche, First Sub-tranche, First Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Second Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Third Delivery), 379,548 shares (The First Tranche, Second Sub-tranche, First Delivery), 364,443 shares (The First Tranche, Second Sub-tranche, Second Delivery), 353,188 shares (The First Tranche, Second Sub-tranche, Third Delivery), 217,516 shares (The Second Tranche, First Delivery), 216,183 shares (The Second Tranche, Second Delivery), 210,516 shares (The Second Tranche, Third Delivery) and 898,527 shares (The Third Tranche, First Delivery) had been delivered as shares in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020, February 2021 and September 2021, respectively.

Starting from September 2021, the Group delivers to the beneficiaries the Incentive Shares net of withholding tax. For the Third Tranche, First Delivery, 898,527 gross shares were delivered to the beneficiaries, corresponding to 580,137 net shares and 318,390 shares withheld and sold for tax purposes. The 2016 LTIP continues to be classified in its entirety as an equity-settled share-based payment.

The movement of the Potential Rights during the six months ended 30th September 2021 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights– 31st March 2021 *(Audited)*	**3,322,319**	**3,322,319**	**6,644,638**	**1,004,916**	**1,877,145**	**2,882,061**
Potential Rights forfeited– leavers	(80,067)	(80,067)	**(160,134)**	—	—	**—**
Additional Potential Rights granted	676,311	676,311	**1,352,622**	—	—	**—**
Shares delivered	—	—	**—**	441,657	456,870	**898,527**
2016 LTIP Potential Rights– 30th September 2021 *(Unaudited)*	**3,918,563**	**3,918,563**	**7,837,126**	**1,446,573**	**2,334,015**	**3,780,588**

18. SHARE-BASED COMPENSATION (Continued)

The movement of the Potential Rights during the six months ended 30th September 2020 was as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights– 31st March 2020 *(Audited)*	**2,611,572**	**2,611,572**	**5,223,144**	**1,004,916**	**1,232,930**	**2,237,846**
Potential Rights forfeited– leavers	(54,658)	(54,658)	**(109,316)**	—	—	**—**
Additional Potential Rights granted	850,176	850,176	**1,700,352**	—	—	**—**
Shares delivered	—	—	**—**	—	217,516	**217,516**
2016 LTIP Potential Rights– 30th September 2020 *(Unaudited)*	**3,407,090**	**3,407,090**	**6,814,180**	**1,004,916**	**1,450,446**	**2,455,362**

For the six months ended 30th September 2021, the Group has granted 676,311 new potential PSR rights and 676,311 new potential RSU rights. The average market value of the share used to value these rights has been €6.7 per share, corresponding mainly to the market value of the shares as at 28th June 2021 when most of these rights were granted. The probability of compliance with conditions as at 30th September 2021 has been estimated at 69% for PSR and 76% for RSU.

The cost of the 2016 LTIP has been recorded in the Income Statement (Personnel expenses, see note 9.1) and against Equity (included in Equity-settled share based payments, see note 17.3), amounting to €2.3 million and €1.3 million for the six months ended 30th September 2021 and 2020 respectively.

18.2. 2019 Long-term incentive plan

On 19th June 2019, the Board of Directors of the Company approved a new long-term incentive plan ("2019 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2019 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

The new 2019 LTIP lasts for four years and is designed to vest around financial results publications between August 2022 and February 2026. The exercise price of the rights is €0. The Group will deliver to the beneficiaries the Incentive Shares net of withholding tax.

Total maximum dilution of the PSRs and RSUs would represent, if fully vested, 4.72% of the total issued share capital of the Company, over a period of 4 years, and therefore 1.2% yearly average on a fully diluted basis.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

As at 30th September 2021 5,800,860 Potential Rights have been granted since the beginning of the plan under the 2019 LTIP (4,268,612 Potential Rights at 31st March 2021), and no shares have been delivered.

18. SHARE-BASED COMPENSATION (Continued)

The movement of the Potential Rights during the six months ended 30th September 2021 is as follows:

	Performance Stock Rights	Restricted Stock Units	Granted / Forfeited Total	Performance Stock Rights	Restricted Stock Units	Delivered Total
2019 LTIP Potential Rights– 31st March 2021 *(Audited)*	**2,134,306**	**2,134,306**	**4,268,612**	**—**	**—**	**—**
Potential Rights forfeited– leavers	(136,050)	(136,050)	(272,100)	—	—	—
Additional Potential Rights granted	902,174	902,174	1,804,348	—	—	—
Shares delivered	—	—	—	—	—	—
2019 LTIP Potential Rights– 30th September 2021 *(Unaudited)*	**2,900,430**	**2,900,430**	**5,800,860**	**—**	**—**	**—**

The movement of the Potential Rights during the six months ended 30th September 2020 was as follows:

	Granted /Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2019 LTIP Potential Rights–31st March 2020 *(Audited)*	**804,750**	**804,750**	**1,609,500**	**—**	**—**	**—**
Potential Rights forfeited–leavers	(39,944)	(39,944)	(79,888)	—	—	—
Additional Potential Rights granted	1,464,700	1,464,700	2,929,400	—	—	—
Shares delivered	—	—	—	—	—	—
2019 LTIP Potential Rights–30th September 2020 *(Unaudited)*	**2,229,506**	**2,229,506**	**4,459,012**	**—**	**—**	**—**

For the six months ended 30th September 2021, the Group has granted 902,174 new potential PSR rights and 902,174 new potential RSU rights. The average market value of the share used to value these rights has been €5.9 per share, corresponding to the average market value of the shares at each granting date (mainly 28th June 2021). The probability of compliance with conditions has been estimated at 65% for PSR and 72% for RSU.

The cost of the 2019 LTIP has been recorded in the Income Statement (Personnel expenses, see note 9.1) and against Equity (included in Equity-settled share based payments, see note 17.3), amounting to €1.9 million and €0.7 million for the six months ended 30th September 2021 and 2020 respectively.

19. FINANCIAL LIABILITIES

The Group debt and other financial liabilities at 30th September 2021 and 31st March 2021 are as follows:

	Unaudited 30th September 2021			Audited 31st March 2021		
	Current	Non-Current	Total	Current	Non-Current	Total
2023 Notes–Principal	—	425,000	425,000	—	425,000	425,000
2023 Notes–Financing fees capitalized	—	(2,907)	(2,907)	—	(3,612)	(3,612)
2023 Notes–Accrued interest	1,948	—	1,948	1,948	—	1,948
Total Senior Notes	**1,948**	**422,093**	**424,041**	**1,948**	**421,388**	**423,336**
SSRCF–Principal	35,000	20,000	55,000	—	55,000	55,000
SSRCF–Financing fees capitalized	—	(1,299)	(1,299)	—	(1,613)	(1,613)
SSRCF–Accrued interest	23	—	23	45	—	45
Total SSRCF	**35,023**	**18,701**	**53,724**	**45**	**53,387**	**53,432**
Government sponsored loan–Principal	7,500	7,500	15,000	3,750	11,250	15,000
Government sponsored loan–Financing fees capitalized	—	(254)	(254)	—	(375)	(375)
Government sponsored loan–Accrued interest	99	—	99	96	—	96
Total Government sponsored loan	**7,599**	**7,246**	**14,845**	**3,846**	**10,875**	**14,721**
Bank facilities and bank overdrafts	2,531	—	2,531	16,647	—	16,647
Lease liabilities	1,484	4,867	6,351	2,003	3,095	5,098
Other financial liabilities	128	—	128	11	—	11
Total other financial liabilities	**4,143**	**4,867**	**9,010**	**18,661**	**3,095**	**21,756**
Total financial liabilities	**48,713**	**452,907**	**501,620**	**24,500**	**488,745**	**513,245**

Senior Notes—2023 Notes

On 25th September 2018, eDreams ODIGEO, S.A. issued €425 million 5.50% Senior Secured Notes with a maturity date of 1st September 2023 ("the 2023 Notes").

Interest on the 2023 Notes is payable semi-annually in arrears on the 1st of March and 1st of September each year. In the six months ended 30th September 2021, €11.7 million have been accrued and €11.7 million have been paid for this concept (€11.7 million and €11.7 million in the six months ended 30th September 2020).

Super Senior Revolving Credit Facility

On 4th October 2016, the Group refinanced its Super Senior Revolving Credit Facility ("the SSRCF"), increasing the size to €147 million from the previous €130 million, and gaining significant flexibility as well versus the previous terms.

In May 2017, the Group obtained the modification of the SSRCF from 4th October 2016 increasing the commitment by €10 million to a total of €157 million.

In September 2018, the Group obtained another modification of the SSRCF increasing the commitment to €175 million, and extending its maturity until September 2023.

After September 2018, the Group converted €60 million from its SSRCF into credit facilities ancillary to the SSRCF with certain Banks and €9.6 million into a facility specific for guarantees. The credit facilities amount was reviewed and decreased from €60 million to €57 million in June 2021.

The interest rate of the SSRCF is the benchmark rate (such as EURIBOR for Euro transactions) plus a margin of 3.00%. Though at any time after 30th September 2018, and subject to certain conditions, the margin may decrease to be between 3.00% and 2.00%.

19. FINANCIAL LIABILITIES (Continued)

The SSRCF Agreement includes a financial covenant, the Consolidated Total gross debt cover ratio, calculated as follows:

Total gross debt cover ratio = Gross Financial Debt / Last Twelve Month Adjusted EBITDA.

The gross debt cover ratio is calculated quarterly and may not exceed 6. The covenant is tested only if, on the relevant test date, outstanding loans under the SSRCF exceed 30% of total commitments under the SSRCF.

In the event of a breach of the gross leverage covenant when tested, in the absence of an exemption, an event of default would occur under the SSRCF and lenders required under the SSRCF could accelerate all loans and terminate all commitments under it.

If loans under the SSRCF were to be accelerated, then the necessary majority of holders of the €425 million 2023 Notes could accelerate those bonds. Likewise, there could also be an acceleration of the amounts drawn down under the €15 million Government sponsored loan.

In April 2020, the Group obtained a waiver for the covenant for the year ended 31st March 2021.

Additionally, in April 2021, the Group has obtained a waiver for the covenant for the year ended 31st March 2022 (see note 2.1).

As at 30th September 2021, due to the impact of COVID-19 (see note 3), the Group had drawn €55.0 million under the SSRCF (€55.0 million as at 31st March 2021). €35.0 million have been classified as current financial liabilities, as the Group intends to repay them during the following 12 months.

See below the detail of cash available under the SSRCF:

	Unaudited 30th September 2021	Audited 31st March 2021
SSRCF total amount	175,000	175,000
Guarantees drawn under SSRCF	(4,692)	(5,866)
Drawn under SSRCF	(55,000)	(55,000)
Ancillaries to SSRCF drawn	(2,531)	(16,647)
Remaining undrawn amount under SSRCF	**112,777**	**97,487**
Undrawn amount specific for guarantees	(4,908)	(3,734)
Remaining cash available under SSRCF	**107,869**	**93,753**

Government sponsored loan due 2023

On 30th June 2020, the Group's subsidiary Vacaciones eDreams, S.L. signed a syndicated loan for €15 million.

The Group received the €15 million funds on 7th July 2020. Transaction costs directly attributable to the issue of this loan have been capitalized and they will be amortized over the life of the loan.

The loan has a three-year term, with 25% biyearly repayments starting at 18 months. The interest rate of the loan is the EURIBOR benchmark rate plus a margin of 2.75% and the interest is paid quarterly.

Lease liabilities

The increase in total lease liabilities at 30th September 2021 is mainly due to modifications in certain office lease agreements (using updated discount rates between 3.5% and 3.7%).

19. FINANCIAL LIABILITIES (Continued)

19.1. Debt by maturity date

The maturity date of the financial liabilities based on undiscounted payments as at 30th September 2021 is as follows:

	<1 year	1 to2 years	2 to3 years	3 to4 years	>4 years	Total
2023 Notes–Principal	—	425,000	—	—	—	**425,000**
2023 Notes–Accrued interest	1,948	—	—	—	—	**1,948**
Total Senior Notes	**1,948**	**425,000**	**—**	**—**	**—**	**426,948**
SSRCF–Principal	35,000	20,000	—	—	—	**55,000**
SSRCF–Accrued interest	23	—	—	—	—	**23**
Total SSRCF	**35,023**	**20,000**	**—**	**—**	**—**	**55,023**
Government sponsored loan–Principal	7,500	7,500	—	—	—	**15,000**
Government sponsored loan–Accrued interest	99	—	—	—	—	**99**
Total Government sponsored loan	**7,599**	**7,500**	**—**	**—**	**—**	**15,099**
Bank facilities and bank overdrafts	2,531	—	—	—	—	**2,531**
Lease liabilities	1,678	1,604	1,592	1,322	637	**6,833**
Other financial liabilities	128	—	—	—	—	**128**
Total other financial liabilities	**4,337**	**1,604**	**1,592**	**1,322**	**637**	**9,492**
Trade payables	222,374	—	—	—	—	**222,374**
Employee-related payables	3,819	—	—	—	—	**3,819**
Total trade and other payables (see note 22)	**226,193**	**—**	**—**	**—**	**—**	**226,193**
Total	275,100	454,104	1,592	1,322	637	**732,755**

The Group plans to refinance the 2023 Notes and the SSRCF before their maturity date.

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2021 was as follows:

	<1 year	1 to2 years	2 to3 years	3 to4 years	>4 years	Total
2023 Notes–Principal	—	—	425,000	—	—	425,000
2023 Notes–Accrued interest	1,948	—	—	—	—	1,948
Total Senior Notes	**1,948**	**—**	**425,000**	**—**	**—**	**426,948**
SSRCF–Principal	—	—	55,000	—	—	55,000
SSRCF–Accrued interest	45	—	—	—	—	45
Total SSRCF	**45**	**—**	**55,000**	**—**	**—**	**55,045**
Government sponsored loan–Principal	3,750	7,500	3,750	—	—	15,000
Government sponsored loan–Accrued interest	96	—	—	—	—	96
Total Government sponsored loan	**3,846**	**7,500**	**3,750**	**—**	**—**	**15,096**
Bank facilities and bank overdrafts	16,647	—	—	—	—	16,647
Lease liabilities	2,142	1,599	1,566	34	—	5,341
Other financial liabilities	11	—	—	—	—	11
Total other financial liabilities	**18,800**	**1,599**	**1,566**	**34**	**—**	**21,999**
Trade payables	140,265	6,160	—	—	—	146,425
Employee-related payables	8,256	—	—	—	—	8,256
Total trade and other payables (see note 22)	**148,521**	**6,160**	**—**	**—**	**—**	**154,681**
Total	**173,160**	**15,259**	**485,316**	**34**	**—**	**673,769**

19. FINANCIAL LIABILITIES (Continued)

19.2. Fair value measurement of debt

Unaudited 30th September 2021	Total net book value of the class	Fair value		
		Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
Balance Sheet headings and classes of instruments:				
Cash and cash equivalents	35,969	35,969		
2023 Notes	424,041		435,896	
SSRCF	53,724		52,144	
Government sponsored loan	14,845		14,433	
Bank facilities and bank overdrafts	2,531	2,531		

Audited 31st March 2021	Total net book value of the class	Fair value		
		Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
Balance Sheet headings and classes of instruments:				
Cash and cash equivalents	12,138	12,138		
2023 Notes	423,336		444,901	
SSRCF	53,432		51,851	
Government sponsored loan	14,721		14,315	
Bank facilities and bank overdrafts . . .	16,647	16,647		

The book value of current loans and receivables, trade and other receivables and trade and other payables is approximately their fair value.

Valuation techniques and assumptions applied for the purposes of measuring fair value

The fair values of financial assets and liabilities are determined as follows:

- The fair values of financial assets and liabilities with standard terms and conditions and traded on active liquid markets are determined with reference to quoted market prices (includes listed redeemable notes, bills of exchange, debentures and perpetual notes).
- The fair values of other financial assets and liabilities (excluding those described above) are determined in accordance with generally accepted pricing models based on discounted cash-flow analysis.

The market value of financial assets and liabilities measured at fair value in the condensed consolidated interim statement of financial position shown in the table above has been ranked based on the three hierarchy levels defined by IFRS 13:

- Level 1: quoted price in active markets;
- Level 2: inputs observable directly or indirectly;
- Level 3: inputs not based on observable market data.

20. PROVISIONS

	Unaudited 30th September 2021	Audited 31st March 2021
Provision for tax risks	3,743	5,107
Provision for pensions and other post employment benefits	286	333
Provision for others	1,530	1,513
Total non-current provisions	**5,559**	**6,953**
Provision for litigation risks	2,483	2,289
Provision for pensions and other post employment benefits	18	6
Provision for operating risks and others	7,211	5,932
Total current provisions	**9,712**	**8,227**

As at 30th September 2021 the Group has a provision of €3.7 million for indirect tax risks (€5.1 million as at 31st March 2021). In certain cases, the Group applied a tax treatment, which, if challenged by the tax authorities, may probably result in a cash outflow (see note 26). The decrease compared to 31st March 2021 is mainly due to the reversal of certain indirect tax provisions without payments made by the Group.

The Group has a provision related to the earn-out for the Business Combination of Waylo: €1.5 million non-current booked as "Provision for others" and €1.7 million current included inside "Provision for operating risks and others".

The "Provision for litigation risks" as at 30th September 2021 is mainly related to customer litigations, as well as the litigations explained in notes 26.5 and 26.6.

"Provisions for operating risks and others" mainly includes the provision for chargebacks, which are payments rejected by customers for amounts collected by the Group in relation to the booking of travel services for €4.8 million at 30th September 2021 (€3.7 million as at 31st March 2021). These chargebacks may increase in cases where the travel suppliers have cancelled the travel service that had been booked through the mediation of the Group. The risk of cancellation by travel suppliers is higher in the COVID-19 situation (see note 3). The provision covers the risk of future cash outflows for amounts that have been collected but that may result in a payment if the customer executes a chargeback. The provision is only for the part of the amount that the Group will not recover from the travel supplier.

21. DEFERRED TAX BALANCES

	Unaudited 30th September 2021	Audited 31st March 2021
Tax losses carried forward and US FTC	37,400	32,275
Other deferred tax	(51,380)	(45,410)
Net deferred tax	**(13,980)**	**(13,135)**

During the six months ended 30th September 2021, the Group has capitalized an additional amount of €5.1 million of tax losses carried forward and US FTC, as the Group considers they are recoverable based on the taxable profits forecast over a maximum period of 10 years. Additionally, due to the enactment of a new tax rate in the UK of 25%, certain deferred tax balances have been updated with an impact of €6.1 million, mainly corresponding to the deferred tax liability on the value of the Opodo brand.

22. TRADE AND OTHER PAYABLES

	Unaudited 30th September 2021	Audited 31st March 2021
Trade payables	—	6,160
Total Trade and other non-current payables	—	6,160
Trade payables	222,374	140,265
Employee-related payables	3,819	8,256
Total Trade and other current payables	**226,193**	**148,521**

22. TRADE AND OTHER PAYABLES (Continued)

As at 30th September 2021, trade payables have increased compared to 31st March 2021 mainly due to the increase in trading volumes (see note 3).

As at 30th September 2021, employee-related payables have decreased compared to 31st March 2021 mainly due to the payment of the annual bonus.

Trade and other non-current payables related to the GDS agreement (€6.2 million as at 31st March 2021) has been reclassified to Trade and other current payables as at 30th September 2021, as the Group expects to repay this amount within 12 months.

23. DEFERRED REVENUE

	Unaudited 30th September 2021	Audited 31st March 2021
Prime	40,635	22,017
Cancellation and Modification for any reason	632	136
Other deferred revenue	94	39
Total Deferred revenue–current	**41,361**	**22,192**

All deferred revenue of the Group relates to contracts with customers.

The deferred revenue on Prime corresponds to the Prime fee collected and pending to be accrued. The increase during the period is mainly due to the increase in Prime members.

The deferred revenue on the service of Cancellation and Modification for any reason corresponds to the amounts collected for these products and pending to be accrued, that are presented in the condensed consolidated interim statement of financial position as deferred revenue. The increase in deferred revenue for Cancellation and Modification for any reason is due to the increase in the sales of this product.

24. OFF-BALANCE SHEET COMMITMENTS

	Unaudited 30th September 2021	Audited 31st March 2021
Guarantees to package travel	2,092	3,867
Other guarantees	2,824	2,822
Total	**4,916**	**6,689**

Guarantees to package travel are guarantees required in certain regions to sell packages of travel services. The decrease during the year is mainly due to the temporary release of a guarantee issued in the UK for an amount of €1.2 million.

Other guarantees mainly include a guarantee related with an appeal presented in front of the Italian tax authorities for €2.6 million (see note 26.4).

As at 30th September 2021, from the total amount of guarantees included in the detail above, €4.7 million have been issued under the SSRCF (€5.9 million as at 31st March 2021). See note 19.

All the shares held by eDreams ODIGEO, S.A. in Opodo Ltd. as well as the receivables under certain intra-group funding loans relating to the 2023 Notes made to Opodo Ltd. and Go Voyages, S.A.S. by eDreams ODIGEO, S.A., have been pledged in favour of the holders of the 2023 Notes (see note 19) and the secured parties under the Group's SSRCF dated 25th September 2018.

25. TRANSACTIONS AND BALANCES WITH RELATED PARTIES

There have been no transactions with related parties during the six months ended 30th September 2021 and 30th September 2020 and no balances with related parties as at 30th September 2021 and 31st March 2021, other than those detailed below.

25. TRANSACTIONS AND BALANCES WITH RELATED PARTIES (Continued)

25.1. Key Management

The compensation accrued by the key management of the Group (CSM: "CEO Staff Members") during the six months ended 30th September 2021 and 30th September 2020 amounted to €2.2 million and €1.7 million, respectively.

The key management has also been granted since the beginning of the plans with 4,197,978 Potential Rights of the 2016 LTIP plan and 2,972,747 Potential Rights of the 2019 LTIP plan at 30th September 2021 (3,806,386 Potential Rights of the 2016 LTIP plan and 2,168,900 Potential Rights of the 2019 LTIP plan at 31st March 2021) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of the rights of the 2016 LTIP amounts to €11.3 million of which €9.1 million have been accrued in equity at 30th September 2021 since the beginning of the plan (€9.3 million of which €8.3 million accrued at 31st March 2021). See note 18.1 for details on the 2016 LTIP.

The valuation of the rights of the 2019 LTIP amounts to €7.7 million of which €2.7 million have been accrued in equity at 30th September 2021 since the beginning of the plan (€4.4 million of which €1.7 million have been accrued in equity at 31st March 2021). See note 18.2 for details on the 2019 LTIP.

Regarding the 2016 LTIP, 256,049 shares (the First Tranche, First Sub-tranche, First Delivery), 256,049 shares (the First Tranche, First Sub-tranche, Second Delivery), 256,049 shares (the First Tranche, First Sub-tranche, Third Delivery), 250,890 shares (the First Tranche, Second Sub-tranche, First Delivery), 238,154 shares (the First Tranche, Second Sub-tranche, Second Delivery), 238,154 shares (the First Tranche, Second Sub-tranche, Third Delivery), 137,347 shares (the Second Tranche, First Delivery), 137,347 shares (the Second Tranche, Second Delivery), 137,347 shares (the Second Tranche, Third Delivery) and 413,236 shares (The Third Tranche, First Delivery) have already been delivered as shares to Key Management in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020, February 2021 and September 2021.

The Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €63 thousand.

25.2. Board of Directors

During the six months ended 30th September 2021 the independent members of the Board received a total remuneration for their mandate of €158 thousand (€158 thousand during the six months ended 30th September 2020). See more details in the Annual Report on Corporate Governance for the year ended 31st March 2021 in section C2.

Some members of the Board are also members of the key management of the Group and, consequently, their remuneration has been accrued based on their executive services, not for their mandate as members of the Board and, therefore part of this information is included in the key management retribution section above.

Remuneration for management services during the six months ended 30th September 2021 and 30th September 2020 amounted to €0.9 million and €0.8 million, respectively.

Executive Directors have been also granted since the beginning of the plan with 2,336,191 Potential Rights of the 2016 LTIP plan and 2,008,147 Potential Rights of the 2019 LTIP plan as at 30th September 2021 (2,336,191 Potential Rights of the 2016 LTIP plan and 1,230,200 Potential Rights of the 2019 LTIP plan as at 31st March 2021) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of these rights of the 2016 LTIP amounts to €5.8 million of which €5.6 million have been accrued in equity as at 30th September 2021 since the beginning of the plan (€5.7 million of which €5.1 million have been accrued in equity as at 31st March 2021). See note 18.1 for details on the 2016 LTIP.

The valuation of the rights of the 2019 LTIP amounts to €5.3 million of which €1.7 million have been accrued in equity as at 30th September 2021 since the beginning of the plan (€2.5 million of which €1.0 million have been accrued in equity as at 31st March 2021). See note 18.2 for details on the 2019 LTIP.

25. TRANSACTIONS AND BALANCES WITH RELATED PARTIES (Continued)

Regarding the 2016 LTIP, 158,767 shares (the First Tranche, First Sub-tranche, First Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Second Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Third Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, First Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, Second Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, Third Delivery), 85,681 shares (the Second Tranche, First Delivery), 85,681 shares (the Second Tranche, Second Delivery), 85,681 shares (the Second Tranche, Third Delivery) and 260,224 shares have already been delivered as shares to the Executive Directors in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020, February 2021 and September 2021.

No other significant transactions have been carried out with any member of senior management or shareholder with a significant influence on the Group.

Neither the Company's directors nor any persons related to them were party to any conflicts of interest requiring disclosure in these notes pursuant to the provisions of article 229 of the consolidated text of the Spanish Corporate Enterprises Act.

26. CONTINGENCIES AND PROVISIONS

26.1. License fees

The Group considers that there is a possible risk of reassessment by tax authorities in respect of license fees charged between entities of the Group for the use of self-developed software. Tax authorities may take the view that there was an undercharge of such license fees to group companies. This contingency is estimated at €1.6 million. The Group believes that it has made the appropriate charges of license fees to group companies. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

26.2. Payroll tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of salary tax ("taxe sur les salaires") due by the French entity. The Company takes the view that only the salary cost of part of the French entity's employees are subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should be included in the taxable basis. This contingency is estimated at €0.6 million. The Group believes that it has paid payroll taxes in accordance with French tax laws and regulations. The Group considers that this risk is only possible, and not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021, except for an amount of €0.1 million which the Group considers the appropriate amount of underpaid "taxe sur les salaires" (no change compared with 31st March 2021).

26.3. Retro-active effect of the migration to Spain for Spanish tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of the deduction for Spanish tax of the tax losses of the year ended 31st March 2021 generated by eDreams ODIGEO, S.A. ("the Company") prior to the effective date of the Company's redomiciliation from Luxembourg to Spain. The Spanish tax authorities may take the view that such tax losses may not be taken into account for Spanish tax. This contingency is estimated at €1.8 million. The Group believes that it has included those tax losses in the Spanish tax group's taxable profits in accordance with Spanish law. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

26.4. Pending tax disputes with tax authorities

The Group companies has the following pending disputes with tax authorities, some of which are still in the phase of an administrative claim, whereas for other disputes the Group appealed to the court.

26. CONTINGENCIES AND PROVISIONS (Continued)

Spain

The Spanish tax group has undergone a tax audit regarding income tax (fiscal years 2015/16—2017/18) and VAT (calendar years 2015-2017). The Spanish tax authorities have issued their final assessment notices in June 2021 based on which they have assessed the Spanish company for VAT. The Spanish tax authorities have rejected the method applied by the Spanish company to determine the recoverable part of the input VAT on part of its operating expenses. This has resulted in a total VAT correction amounting to €3.1 million for the audited periods of which €0.5 million has already been assessed. The Group believes that it has appropriate arguments against this VAT correction and has filed an administrative claim with Spanish tax authorities. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

Further, the Spanish tax authorities have assessed the Spanish companies for VAT and income tax relating to two additional corrections in connection with the Spanish tax audit. The Group has agreed with these assessments amounting to €0.3 million and €0.4 million respectively, and the amounts have been settled with the tax authorities. As the Group recognized adequate provisions for these assessments in its consolidated financial statements for the year ended 31st March 2021, these assessments have not impacted the Group's condensed consolidated interim income statement for the six months ended 30th September 2021. As at 30th September 2021, a deferred tax liability for €0.1 million remains in the condensed consolidated interim statement of financial position (€0.5 million as at 31st March 2021).

Portugal

Following a tax audit in Portugal regarding income tax and VAT (fiscal years 2015/16-2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million (€5.1 million income tax and €0.1 million VAT) against which the company filed an administrative claim with the Portuguese tax authorities. In July 2021 the Portuguese tax authorities rejected this administrative claim based on pure formal grounds. The Group has, therefore, appealed the decision of the Portuguese tax authorities to the first tier Portuguese court. The Group believes that it has appropriate arguments against the Portuguese tax authorities decision and, therefore, considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

Italy

The Italian company has appealed the decision of the first tier administrative court regarding a €10 million assessment of Italian withholding tax on dividends paid to its Spanish parent company. This higher appeal is currently pending. The Group takes the position that the Italian company has correctly applied the Italian withholding tax exemption to such dividends. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the condensed consolidated interim statement of financial position as at 30th September 2021, except for an amount of €0.4 million which the Group considers an appropriate compromise for which it would be willing to settle this case with the Italian tax authorities (no change compared with 31st March 2021).

Luxembourg

Following a VAT audit, the Luxembourg tax authorities assessed the Company for VAT in respect of two cases related to the calendar years 2016-2018. As the tax authorities only partly accepted the Company´s administrative claim against the VAT assessment, the Company has appealed the tax authorities' decision to the Luxembourg court.

One case, amounting to €3.2 million, relates to the rejection of the recovery of input VAT on certain expenses which the Company recharged to other persons (only concerning 2018). The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the

26. CONTINGENCIES AND PROVISIONS (Continued)

condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

The other case, amounting to €0.9 million, relates to the interpretation of the Luxembourg VAT pro rata rules (of which €0.5 million, concerning 2016-2017, has already been assessed by the Luxembourg tax authorities). The Group estimates that there is a probable risk of outflow of resources amounting to €0.9 million for which a provision has been recognized in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

Other matters

Due to different interpretations of tax legislation, adverse positions may be taken by tax authorities in connection with a future tax audit. However, the Group considers that any such positions would not materially affect the condensed consolidated interim financial statements.

26.5. Investigation by the Italian consumer protection authority (AGCM)

On 18th January 2018, the Italian consumer protection authority (AGCM) rendered three decisions against Go Voyages, S.A.S., eDreams, S.R.L. and Opodo Italia, S.R.L. in relation to alleged unfair commercial practices based on the three following grounds (i) lack of transparency, (ii) surcharging practice, and (iii) non-authorized use of premium-rate numbers.

The amounts of fines issued by the AGCM are as follows: Go Voyages, S.A.S. (€0.8 million), eDreams, S.R.L. (€0.7 million) and Opodo Italia, S.R.L. (€0.1 million). A provision for this was booked on the statement of financial position for €1.6 million at 31st March 2018, of which the main part has already been paid.

An appeal was lodged before the TAR Lazio in order to challenge the legal grounds invoked by the AGCM and the amount of fines. In April and May 2019, the appeal judgments were notified. The TAR reduced the amount of fines as follows: Go Voyages, S.A.S. (€0.2 million), eDreams, S.R.L. (€0.3 million) and Opodo Italia, S.R.L. (€0.1 million). The TAR Lazio judgment is not final because the AGCM has lodged an appeal before the Consiglio di Stato (the Italian Supreme Administrative Court). Based on similar cases that have been judged recently, the Group considers it is possible that it will receive a contrary judgement regarding the reduction of fines. As a consequence, a provision for litigation risks for the amount remaining to be paid of the original fines was recognized for €0.2 million in the condensed consolidated interim statement of financial position as at 30th September 2021 (no change compared with 31st March 2021).

26.6. Litigation with a supplier

The Group has been sued related to an alleged breach of contract. In December 2020, the Group was sued in the Court of Paris with an emergency writ of summons requesting a payment of €0.1 million. On March 2021, this request was dismissed. In May 2021, the suer launched an action on the merits of the case before the Paris Court asking for €0.4 million penalty based on an alleged contract violation. A provision for €0.4 million has been booked for litigation risks in the liabilities of the Group (€0.1 million as at 31st March 2021).

27. SUBSEQUENT EVENTS

27.1. Delivery of treasury shares

On 15th November 2021, the Board of Directors has resolved to deliver 911,867 shares (590,028 net shares) with treasury shares (see note 17.5) in relation with the 2016 Long-Term Incentive Plan (see note 18.1).

27.2. Reimbursement of SSRCF

On 29th October 2021, the Group reimbursed €10 million of the SSRCF.

27.3. Amendment to Waylo Earn-out agreement

On 4th October 2021, the Group signed an amendment to the original Purchase Agreement of Waylo dated 12th February 2020 to establish a new process for the calculation of the earn-out to be paid to the Seller.

27. SUBSEQUENT EVENTS (Continued)

The amendment extends the earn-out period from the 3 years ending 31st December 2022, to 31st March 2024. The estimated value of the future cash payments under the earn-out is €4.4 million. The increase compared with the provision of €3.2 million booked in the statement of financial position (see note 20) will be booked in the second half of the financial year as other operating expenses as adjusted operating expenses.

28. CONSOLIDATION SCOPE

As at 30th September 2021 the companies included in the consolidation are as follows:

Name	Location / Registered Office	Line of business	% interest	% control
eDreams ODIGEO, S.A.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding Parent company	100%	100%
Opodo Ltd.	26-28 Hammersmith Grove, W6 7BA (London)	On-line Travel agency	100%	100%
Opodo, GmbH.	Hermannstraße 13, 20095 (Hamburg)	Marketing services	100%	100%
Travellink, A.B.	Rehnsgatan 11, 113 79 (Stockholm)	On-line Travel agency	100%	100%
Opodo, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams, Inc.	1209 Orange Street, Wilmington (New Castle), 19801 Delaware	Holding company	100%	100%
Vacaciones eDreams, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams International Network, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Admin and IT consulting	100%	100%
eDreams, S.R.L.	Via San Gregorio, 34, 20124 (Milan)	On-line Travel agency	100%	100%
Viagens eDreams Portugal–Agência de Viagens, Lda.	Rua Heróis e Mártires de Angola, 59, Piso 4, B400, 4000-285 Porto, Uniao de Freguesias de Cedofeita, Santo Ildefonso, Sé Miragaia, Sao Nicolau e Vitória, concelho de Porto	On-line Travel agency	100%	100%
eDreams, L.L.C.	2035 Sunset Lake Road Suite B-2, 19702 (Newark) Delaware	On-line Travel agency	100%	100%
eDreams Business Travel, S.L.	Calle Bailén, 67-69, 08009 (Barcelona)	On-line Travel agency	100%	100%
Traveltising, S.A.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Optimizing online advertising campaigns	100%	100%
GEO Travel Pacific, Pty. Ltd.	Level 2, 117 Clarence Street (Sydney)	On-line Travel agency	100%	100%
Go Voyages, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Go Voyages Trade, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Liligo Metasearch Technologies, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	Metasearch	100%	100%
ODIGEO Hungary, Kft.	Nagymezo ucta 44, 1065 (Budapest)	Admin and IT consulting	100%	100%
Tierrabella Invest, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding company	100%	100%
Engrande, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams Gibraltar Ltd. (see note 4.4)	21 Engineer Lane, GX11 1AA (Gibraltar)	On-line Travel agency	100%	100%

Consolidated Annual Financial Statements
as of and for the year ended
March 31, 2021 (audited)

Audit Report on Financial Statements issued by an Independent Auditor

eDreams ODIGEO, S.A. AND SUBSIDIARIES
Consolldated Financial Statements and
Consolidated Management Report
for the year ended
March 31, 2021

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AUDIT REPORT ON CONSOLIDATED FINANCIAL STATEMENTS ISSUED BY AN INDEPENDENT AUDITOR

Translation of a report and financial statements originally issued in Spanish. In the event of discrepancy, the Spanish-language version prevails

To the shareholders of eDreams ODIGEO, S.A.:

Audit report on the consolidated financial statements

Opinion

We have audited the consolidated financial statements of eDreams ODIGEO. S.A. (the parent) and its subsidiaries (the Group), which comprise the consolidated statement of financial position at March 31, 2021, the consolidated income statement, the consolidated statement of other comprehensive income, the consolidated statement of changes in equity, the consolidated cash flow statement, the notes thereto, for the year then ended.

In our opinion, the accompanying consolidated financial statements give a true and fair view, in all material respects. of consolidated equity and the consolidated financial position of the Group at March 31, 2021 and of its financial performance and its consolidated cash flows, for the year then ended in accordance with International Financial Reporting Standards, as adopted by the European Union IFRS-EU, and other provisions in the regulatory framework applicable in Spain.

Basis for opinion

We conducted our audit in accordance with prevailing audit regulations in Spain. Our responsibilities under those standards are further described in the *Auditor's responsibilites for the audit of the consolidated financial statements* section of our report.

We are independent of the Group in accordance with the ethical requirements, including those related to independence, that are relevant to our audit of the consolidated financial statements in Spain as required by prevailing audit regulations. In this regard, we have not provided non-audit services nor have any situations or circumstances arisen that might have compromised our mandatory independence in a manner prohibited by the aforementioned requirements.

We believe that the audit evidence we have obtained is suffient and appropriate to provide a basis for our opinion.

Building a better working world

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidatecl financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our audit opinion thereon, and we do not provide a separate opinion on these matters.

Analysis of the Group's liquidity position as a result of the Covid-19 pandemic

Description

As indicated in Note 3.2 to the accompanying consolidated financial statements, the Covid-19 pandemic has significantly impacted the industry in which the Group operates, causing a major decrease in bookings throughout the travel industry and a high number of flight cancellations, resulting in a substantial reduction in revenue from commercial activities.

The early assessment of the Group's liquidity and operational feasibility risks and, ultimately, the appropriate application of the going concern principle requires the Parent Company's Directors to make complex estimates, which entails making judgments about cash projections. In turn, in addition to the uncertainty inherent in any estimate, these judgments depend on the current context derived from the pandemic and its impacts on the industry in which the Group operates.

We have considered this matter a key audit matter due to the complexity of the aforementioned judgments and the fact that any change therein could have a significant impact on the accompanying consolidated financial statements, considering the relevance of the impacts that Covid-19 has had on the Group's activity.

Our response

Our audit procedures for this area consisted, among others, in:

- Assessing, in collaboration with our valuations specialists, the reasonableness of the main assumptions applied by the Directors of the Parent Company regarding the cash flow projections approved by Management as to whether they are realistic, reachable and consistent with internal and external sources, including understanding the main judgments applied on the estimates made and assessing the sensitivity of results to changes in the assumptions made. For that purpose, among other procedures, we have compared the projections provided with market research studies conduct ed by independent third parties on the industry in which the Group operates.
- Assessing the level of alignment of actual results for the year with previously budgeted results, as well as the consistency between the revised short-term cash projection and the Group's annual budget for 2022.
- Performing review procedures over subsequent events occurred up to the date of our report, including the assessment of actual data on the main figures included in cash projections.
- Obtaining evidence of the waiver until June 2022 for the only Gross leverage ratio covenant of the Super Senior Revolving Credit Facility, which has been granted to the Parent Company of the Group by the creditor banks.
- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financia information.

Measurement of qoodwill and brands

Description

The Group has recorded in "Intangible assets" goodwill and brands for a net carrying amount at March 31, 2021 of 631,920 thousand euros and 211,041 thousand euros, respectively, which account for 85% of total Assets.

As indicated in notes 5.3 and 5.13 to the accompanying consolidated financial statements, Group Management tests these assets for impairment at least annually to determine the recoverable amount of the cash-generating units (CGU) to which these assets have been allocated. The recoverable amount is the higher of fair value less costs to sell and value in use, so when the carrying amount exceeds the recoverable amount, the asset is considered impaired.

The assessment made by Group Management of the recovery of these assets is based on the estimates of value in use, which is the present value of expected future cash flows, using risk-free market interest rates, adjusted by the specific risks associated with the asset.

We have considered this matter a key audit matter due to the complexity of the recoverable amount estimation process, which requires Group Management to make significant estimates, specifically, of the assumptions that support the generation of expected future cash flows, considering also the relevance of these assets.

The main criteria used to conclude on whether an impairment loss should be recorded on the assets described, as well as the assumptions applied and the sensitivity analysis conducted, are disclosed in notes 18 and 19 to the accompanying consolidated financial statements.

Our response

Our audit procedures for this area consisted, among others, in:

- Understanding the process implemented by the Group to determine the recoverable amount of the assets subject to impairment review, which also includes evaluating the design and implementation of the relevant controls established in the aforementioned process.
- Assessing, in collaboration with our valuations specialists, the methodology used by the Group in the impairment tests and the reasonableness of the main assumptions applied by Management regarding the several scenarios considered for the five-year expected future cash flow projections, including the validation of the discount rate and long-term growth rate. For that purpose, among other procedures, we have compared them with market research studies conducted by independent third parties on the industry in which the Group operates and assessed the sensitivity of the results to changes in the assumptions made in the uncertainty environment caused by Covid-19.
- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Recognition of revenue from intermediation services

Description

As described in Note 5.4 to the accompanying consolidated financial statements, the Group obtains a hightly significant portion of list revenue form intermeditation services in the sale of flights, hotel rooms, dynamic packages, and other travel-related services. Consequently, the Group recognizes its revenue at the fair value of the consideration received or receivable and when the customer has acknowledged and accepated the Group's terms and conditons. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

These sales are made through different channels assoicated with specific IT systems, as well as different collection and payment platforms available to the Group.

We have considered this matter a key audit matter due to the high volume of transactions involved, their automation, diversity of channels, IT systems used and nature of collections and payments, as well as the relevance of the amounts involved.

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Our response

Our audit procedures for this area consisted, among other, in:

- Understanidng the proces implemented by the Group for recognizing revenue from intermediation services, which also includes evaluating the design, implementation and operating effectiveness of the relevant controls established in the aforementined process.
- Analyzing, in collaboration with our IT specialists, the IT systems and intergrity of the information related to the applications involved in the revenue recognition process, both at the level of general controls and application controls, validating that the information flows correctly through them.
- Based on the journal, applying data analytics and reviewing the correlations between revenue, accounts receivable collections.
- Doing a test on sales transactions for a representative sample in order to validate their existence and correct accural and recoding by verifying their collection, among other procedures.
- Reviewing the information disclosed in the notes to the consolidated financial statements in accordance with the applicable regulatory framework for financial information.

Other information: consolidated management report

Other information refers exclusively to the 2021 consolidated management report, the preparation of which is the responsibility of the parent company's directors and is not an intergral part of the consolidated financial statements.

Our audit opinion on the consolidated financial statements does not cover the consolidated management report. Our responsibility for the consolidated management report, in conformity with prevaling audit regulations in Spain entails:

a) Checking only that the consolidated non-financial statement and certain information included in the Corporate Governance Report and Annual Report on the Remuneration of Directors, to which the Audit law refers, was provided as stipulated by applicable regulations and, if not, disclose this fact.

b) Assessing and reporting on the consistency of the remaining information included in the consolidated management report with the consolidated financial statement, based on the knowledge of the Group obtained during the audit, in addition to evaluating and reporting on whtether the content and presentation of this part of the consolidated management report are in confromity with applicable regulations. If, based on the work we have preformed, we conclude that there are material misstatemnets, we are required to disclose this fact.

Based on the work performed, as described above we have verified that the information referred to in paragraph a) above is provided as stipulated by applicable regulations and that the remaining information contained in the consolidated management report is consistent with that provided in the 2021 consolidated financial statements and its content and presentation are in conformity with applicable regulations.

Responsibilities of the parent company's directors and the audit committee for the consolidated firnancial statements

The directors of the parent company are responsible for the preparation of the accompanying consolidated financial statements so that they give true and fair view of the equity, financial position and results of the Group, in accordance with IFRS-EU and other provisions inthe regulatory framework applicable to the Group in Spain, and for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free form material misstatement, whether due to fraud or error.

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In preparing the consolidated financial statements, the directors of the parent company are responsible for assessing the Group's ability to continue as a going concern, disclosing as applicable matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The audit committee is responsible for overseeing the Group's financial reporting process.

Auditor's responsibllities for the audit of the consolidated financial statements

Our objective are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatements, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with prevailing audit regulations in Spain will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with prevailing audit regulations in Spain, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern . If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the audit committee of the parent company regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

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We also provide the audit committee of the parent company with a statement that we have complied with relevant ethical requirements, including those related to independence, and to communicate with them all matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the audit committee, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters.

We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

Report on other legal and regulatory requirements

European single electronic format

We have examined the digital files of the European single electronic format (CESEF) of eDreams ODIGEO, S.A. and subsidiaries for the 2021 financial year, which include the XHTML file containing the consolidated financial statements for the year, and the XBRL files as labeled by the entity, which will form part of the annual financial report.

The directors of eDreams ODIGEO, S.A. are responsib le for submitting the annual financial report for the 2021 financial year, in accordance with the formatting and mark-up requirements set out in Delegated Regulation EU 2019/815 of 17 December 2018 of the European Commission (herein after referred to as the ESEF Regulation). In this regard, the Corporate Governance Report and Annual Report on the Remuneration of Directors has been included by reference in the consolidated management report.

Our responsibility consists of examining the digital files prepared by the directors of the parent company, in accordance with prevailing audit regulations in Spain. These standards require that we plan and perform our audit procedures to obtain reasonable assurance about whether the contents of the consolidated financial statements included in the aforementioned digital files correspond in their entirety to those of the consolidated financial statements that we have audited, and whether the consolidated financial statements and the aforementioned files have been formatted and marked up, in all material respects, in accordance with the ESEF Regulation.

In our opinion, the digital files examined correspond in their entirety to the audited consolidated financial statements, which are presented and have been marked up, in all material respects, in accordance with the ESEF Regulation.

Additional report to the audit committee

The opinion expressed in this audit report is consistent with the additional report we issued to the audit committee on May 26, 2021.

Term of engagement

The extraordinary general shareholders' meeting held on September 23, 2020 appointed us as auditors for 1 year, commencing on March 31, 2020.

Previously, Ernst & Young in Luxembourg was appointed as auditors by the shareholders for 1 year and they have been carrying out the audit of the financial statements continuously since March 31, 2017.

ERNST & YOUNG, S.L.

Joan Tubau Roca

May 26, 2021

Consolidated Income Statement

(Thousands of euros)	Notes	Year ended 31st March 2021	Year ended 31st March 2020
Revenue		107,172	561,762
Cost of sales		3,918	(33,099)
Revenue Margin	9	**111,090**	**528,663**
Personnel expenses	10	(47,783)	(56,037)
Depreciation and amortization	11	(35,353)	(34,525)
Impairment loss	11	(30,580)	(74,917)
Gain / (loss) arising from assets disposals	11	—	(490)
Impairment loss on bad debts	21.2	1,417	(2,428)
Other operating expenses	12	(109,740)	(369,515)
Operating profit / (loss)		**(110,949)**	**(9,249)**
Interest expense on debt		(27,777)	(25,348)
Other financial income / (expenses)		85	(4,481)
Financial and similar income and expenses	13	**(27,692)**	**(29,829)**
Profit / (loss) before taxes		**(138,641)**	**(39,078)**
Income tax	14	14,412	(1,445)
Profit / (loss) for the year from continuing operations		**(124,229)**	**(40,523)**
Profit for the year from discontinued operations net of taxes		—	—
Consolidated profit / (loss) for the year		**(124,229)**	**(40,523)**
Non-controlling interest-Result		—	—
Profit / (loss) attributable to shareholders of the Company		**(124,229)**	**(40,523)**
Basic earnings per share (euro)	7	**(1.13)**	**(0.37)**
Diluted earnings per share (euro)	7	**(1.13)**	**(0.37)**

The accompanying notes F-53 to F-121 and appendices are an integral part of these consolidated financial statements.

Consolidated Statement of Other Comprehensive Income

(Thousands of euros)	Year ended 31st March 2021	Year ended 31st March 2020
Consolidated profit / (loss) for the year (from the income statement)	**(124,229)**	**(40,523)**
Income / (expenses) recorded directly in equity	**3,369**	**(3,980)**
Exchange differences	3,369	(3,980)
Total recognized income / (expenses)	**(120,860)**	**(44,503)**
a) Attributable to shareholders of the Company	(120,860)	(44,503)
b) Attributable to minority interest	—	—

The accompanying notes F-53 to F-121 and appendices are an integral part of these consolidated financial statements.

Consolidated Statement of Financial Position

ASSETS

(Thousands of euros)	Notes	31st March 2021	31st March 2020
Goodwill	15	631,920	654,746
Other intangible assets	16	299,541	316,979
Property, plant and equipment	17	7,865	8,403
Non-current financial assets	20	2,199	2,597
Deferred tax assets	14.5	6,449	1,585
Non-current assets		**947,974**	**984,310**
Trade receivables	21.1	15,233	48,802
Other receivables	21.3	3,757	9,350
Current tax assets	14.4	7,142	7,568
Cash and cash equivalents	22	12,138	83,337
Current assets		**38,270**	**149,057**
TOTAL ASSETS		**986,244**	**1,133,367**

EQUITY AND LIABILITIES

(Thousands of euros)	Notes	31st March 2021	31st March 2020
Share capital		11,878	11,046
Share premium		974,512	974,512
Other reserves		(590,337)	(555,321)
Treasury shares		(4,088)	(3,320)
Profit / (loss) for the year		(124,229)	(40,523)
Foreign currency translation reserve		(9,266)	(12,635)
Shareholders' equity	23	**258,470**	**373,759**
Non-controlling interest		—	—
Total equity		**258,470**	**373,759**
Non-current financial liabilities	25	488,745	489,368
Non-current provisions	26	6,953	7,643
Deferred tax liabilities	14.5	19,584	32,465
Trade and other non-current payables	27	6,160	7,951
Non-current liabilities		**521,442**	**537,427**
Trade and other current payables	27	148,521	137,901
Current financial liabilities	25	24,500	48,228
Current provisions	26	8,227	17,696
Current deferred revenue	28	22,192	14,883
Current tax liabilities	14.4	2,892	3,473
Current liabilities		**206,332**	**222,181**
TOTAL EQUITY AND LIABILITIES		**986,244**	**1,133,367**

The accompanying notes F-53 to F-121 and appendices are an integral part of these consolidated financial statements.

Consolidated Statement of Changes in Equity

(Thousands of euros)	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the year	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2020		**11,046**	**974,512**	**(555,321)**	**(3,320)**	**(40,523)**	**(12,635)**	**373,759**
Total recognized income / (expenses)		**—**	**—**	**—**	**—**	**(124,229)**	**3,369**	**(120,860)**
Capital increases /(decreases)	23.1	832	—	—	(832)	—	—	—
Acquisitions & disposals of treasury shares	23.5	—	—	—	—	—	—	—
Transactions with treasury shares	23.5	—	—	(64)	64	—	—	—
Operations with members or owners		**832**	**—**	**(64)**	**(768)**	**—**	**—**	**—**
Payments based on equity instruments	24	—	—	6,111	—	—	—	6,111
Transfer between equity instruments		—	—	(40,523)	—	40,523	—	—
Other changes	23.4	—	—	(540)	—	—	—	(540)
Other changes in equity		**—**	**—**	**(34,952)**	**—**	**40,523**	**—**	**5,571**
Closing balance at 31st March 2021		**11,878**	**974,512**	**(590,337)**	**(4,088)**	**(124,229)**	**(9,266)**	**258,470**

(Thousands of euros)	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit / (loss) for the year	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2019		**10,972**	**974,512**	**(565,046)**	**—**	**9,520**	**(8,655)**	**421,303**
Total recognized income / (expenses)		**—**	**—**	**—**	**—**	**(40,523)**	**(3,980)**	**(44,503)**
Capital increases / (decreases)		74	—	(74)	—	—	—	—
Acquisitions & disposals of treasury shares	23.5	—	—	(1,055)	(4,946)	—	—	(6,001)
Transactions with treasury shares	23.5	—	—	(1,626)	1,626	—	—	—
Operations with members or owners		**74**	**—**	**(2,755)**	**(3,320)**	**—**	**—**	**(6,001)**
Payments based on equity instruments	24	—	—	2,962	—	—	—	2,962
Transfer between equity instruments		—	—	9,520	—	(9,520)	—	—
Other changes		—	—	(2)	—	—	—	(2)
Other changes in equity		**—**	**—**	**12,480**	**—**	**(9,520)**	**—**	**2,960**
Closing balance at 31st March 2020		**11,046**	**974,512**	**(555,321)**	**(3,320)**	**(40,523)**	**(12,635)**	**373,759**

The accompanying notes F-53 to F-121 and appendices are an integral part of these consolidated financial statements.

Consolidated Cash Flows Statement

(Thousands of euros)	Notes	Year ended 31st March 2021	Year ended 31st March 2020
Net profit / (loss)		(124,229)	(40,523)
Depreciation and amortization	11	35,353	34,525
Impairment and results on disposal of non-current assets	11	30,580	75,407
Other provisions		(20,237)	18,078
Income tax	14	(14,412)	1,445
Finance (income) / loss	13	27,692	29,829
Expenses related to share-based payments	24	6,111	2,962
Other non-cash items		(157)	(3,039)
Changes in working capital		65,008	(207,408)
Income tax paid		(5,281)	(12,635)
Net cash from operating activities		**428**	**(101,359)**
Acquisitions of intangible assets and property, plant and equipment		(21,707)	(30,001)
Acquisitions of financial assets		(20)	(20)
Proceeds from disposals of financial assets		71	277
Business combinations net of cash acquired		—	(6,456)
Net cash used in investing activities		**(21,656)**	**(36,200)**
Acquisition of treasury shares	23.5	—	(7,930)
Disposal of treasury shares		—	1,929
Borrowings drawdown	25.3	15,000	109,500
Reimbursement of borrowings	25.3	(56,986)	(3,099)
Interests paid	25.3	(25,707)	(23,740)
Other financial expenses paid	25.3	(1,758)	(1,816)
Interest received		—	20
Net cash from / (used) in financing activities		**(69,451)**	**74,864**
Net increase / (decrease) in cash and cash equivalents		**(90,679)**	**(62,695)**

(Thousands of euros)	Notes	Year ended 31st March 2021	Year ended 31st March 2020
Net increase / (decrease) in cash and cash equivalents		**(90,679)**	**(62,695)**
Cash and cash equivalents at beginning of period		83,337	148,831
Effect of foreign exchange rate changes		2,833	(2,799)
Cash and cash equivalents net of bank overdrafts at end of period		**(4,509)**	**83,337**
Cash and cash equivalents	22	12,138	83,337
Bank overdrafts	25	(16,647)	—
Cash and cash equivalents net of bank overdrafts at end of period		**(4,509)**	**83,337**

The accompanying notes F-53 to F-121 and appendices are an integral part of these consolidated financial statements.

1. GENERAL INFORMATION

eDreams ODIGEO, S.A. (the "Company"), formerly LuxGEO Parent S.à r.l., was set up as a limited liability company (société à responsabilité limitée) formed under the Laws of Luxembourg on Commercial Companies on 14th February 2011, for an unlimited period. In January 2014, the denomination of the Company changed to eDreams ODIGEO, S.A. and its corporate form from S.à r.l. to S.A. ("Société Anonyme").

On 31st March 2020, the Group announced its plan to move the Group's registered seat ("siège sociale") and administration center ("administration centrale") from Luxembourg to Spain, to achieve organizational and cost efficiencies.

On 23rd September 2020, the Extraordinary Shareholders' Meeting ratified the Company's plan to move the registered office to Spain and consequently for the Company to become a Spanish company in the corporate form of "Sociedad Anónima".

The change in nationality of the Company was effective on 10th March 2021, once the Spanish public deed was registered in the Commercial Registry of Madrid. Following the change in nationality, the denomination of the Company changed from eDreams ODIGEO, S.A. ("Société Anonyme") to eDreams ODIGEO, S.A. ("Sociedad Anónima").

The new registered office is located at calle López de Hoyos 35, Madrid, Spain (previously, located at 4, rue du Fort Wallis, L-2714 Luxembourg).

eDreams ODIGEO, S.A. and its direct and indirect subsidiaries (collectively the "Group") headed by the Company, as detailed in note 36, is a leading online travel company that uses innovative technology and builds on relationships with suppliers, product know-how and marketing expertise to attract and enable customers to search, plan and book a broad range of travel products and services.

The accompanying consolidated financial statements for the year ended 31st March 2021 was approved by the Company's Board of Directors at its meeting on 26th May 2021 for submission for approval at the General Shareholders' Meeting, which is expected to occur without modification.

2. SIGNIFICANT EVENTS DURING THE PERIOD

2.1. Temporary reduction of working hours

On 31st March 2020, the Group filed an application with the Spanish Labour Authority to request that it verifies the existence of a force majeure event —the loss of activity as a direct consequence of COVID-19, pursuant to article 22 of Royal Decree-law 8/2020 of the Spanish Law, of 17th March 2020, of urgent extraordinary measures to deal with the economic and social impact of COVID-19—to carry out a temporary reduction of working hours or "ERTE", the Spanish acronym for Expediente de Regulación Temporal de Empleo.

The ERTE application implied a temporary reduction of the working hours, with a proportional reduction of the affected employees' remuneration, and it was applied between April 2020 and November 2020. The ERTE did not apply to some collectives, such as the employees that perform customer service roles.

During the period in which the ERTE was applied, the affected employees collected public unemployment benefits under the terms of the applicable regulations. In addition, the Group complemented these benefits, as further explained below. The Company benefited from certain exemptions (between 75% and 25%) of the Social Security contribution corresponding to the reduction of working hours for a total amount of €0.9 million.

From 1st April until 31st August 2020, the working hours of the employees in the ERTE were 60%, and the Group complemented the public unemployment benefits so that the affected employees effectively received 80% of their net remuneration.

From 1st September 2020 until 30th November 2020, the working hours of the employees in the ERTE were 80%, and the Group complemented the public unemployment benefits so that the affected employees effectively received 90% of their net remuneration.

In the rest of the countries where the Group has employees, the measures applied have been similar to those in Spain, with Government schemes in Australia, France and Germany, and voluntary agreements

2. SIGNIFICANT EVENTS DURING THE PERIOD (Continued)

for reduction of hours in Hungary, Italy, Portugal and the United Kingdom. These measures have had a lower impact due to the lower number of employees in these countries compared to Spain.

Effective from 1st December 2020, the Group has lifted the measures of temporary reduction of working hours in all countries.

2.2. SSRCF Covenant Waiver

On 21st April 2020, the Group announced that successful discussions with its lenders have resulted in its Super Senior Revolving Credit Facility ("SSRCF") only covenant of Gross Leverage Ratio being waived for the year ended 31st March 2021, achieving further financial flexibility for the Group (see note 25). Interest on the SSRCF and the 2023 Senior Notes continued to be paid as usual.

On 30th April 2021, the Group announced that it has obtained for the same Gross Leverage Ratio covenant an additional waiver for the year ended 31st March 2022 (see note 35.1). Therefore, the next testing quarter for the covenant will be 30th June 2022.

2.3. New Government sponsored loan

On 30th June 2020, the Group's subsidiary Vacaciones eDreams, S.L. signed a syndicated loan for €15 million, guaranteed by the Spanish Official Credit Institute (ICO). The arrangement is within the legal framework set up by the Spanish government to mitigate the economic impact of COVID-19.

The loan has a three-year term, with 25% biyearly repayments starting at 18 months. The interest rate of the loan is the EURIBOR benchmark rate plus a margin of 2.75%.

The €15 million funds from the loan were received by the Group on 7th July 2020 (see note 25).

2.4. Issue of shares

On 7th July 2020, previous to its relocation to Spain, the Board of Directors resolved to issue 8,318,487 new shares, corresponding to the maximum amount of shares available pursuant to the authorized capital included in the current Articles of Association of the Company effective as at that date, to serve the Group's LTIPs ("Long Term Incentive Plans", see note 24).

It was also agreed that the shares would be delivered to the beneficiaries in accordance with the timetable set out by the Board of Directors at the time the LTIPs were approved and which, generally, are expected to occur on or before the publication of the Company's financial results for the first three reporting quarters, provided that the relevant allocation parameters are met. Any non-allocated shares at the end of the LTIPs would be cancelled.

These shares were subscribed by eDreams International Network, S.L. in accordance with Luxembourg law, which was the law applicable to the Company at the time.

The new shares will be held by the Group as treasury stock and therefore both the economic and political rights of the new shares are suspended.

Following the issue of the 8,318,487 shares, the Company's share capital amounts to €11,878,153 and is represented by 118,781,530 shares with a par value of €0.10 per share.

2.5. Delivery of treasury shares

On 25th August 2020, the Board of Directors resolved to deliver 217,516 treasury shares (see note 23.5) to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 24.1).

On 17th November 2020, the Board of Directors resolved to deliver 216,183 treasury shares (see note 23.5) to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 24.1).

On 19th February 2021, the Board of Directors resolved to deliver 210,516 treasury shares (see note 23.5) to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 24.1).

2. SIGNIFICANT EVENTS DURING THE PERIOD (Continued)

2.6. Brexit

During the current fiscal year, Brexit came into full effect, having a negligible impact on the Group's operations in the United Kingdom (UK). COVID-19 was the main factor adversely affecting booking volumes, while Brexit had minimal impact in comparison. Furthermore, Brexit has not had a significant impact on business projections for the UK, these being already impacted by the COVID-19 pandemic (see note 18).

From an operational perspective, before the Brexit transition period ended, the Group ceased operations in its UK company and concentrated all business in Spain. The UK entity remains the licensor of the Opodo brand. The sale of packages in the UK by an EU entity requires the granting of an ATOL license by the UK Civil Aviation Authority. This license is subject to the same conditions than the ones required from UK online travel agencies.

From a fiscal perspective, the impact of Brexit has been marginal. Under current rules, the intermediation of flights with departure and/or arrival in the UK continue to be zero VAT rated. The 2% Digital Sales Tax (DST) implemented by UK tax authorities, applicable regardless of Brexit, does not affect the Group, since the turnover does not reach the threshold.

2.7. Senior Management

In April 2020, the Group appointed Lindsey Auty as Chief People Officer of the Group. Mrs. Auty joined the Group in 2009 and previous to this promotion she was Head of HR International of the Group.

3. IMPACT OF COVID-19

3.1. Impact in the consolidated financial statement for the year ended 31st March 2021

COVID-19 was initially detected in China in December 2019, and over the subsequent months the virus spread to other regions, including to the Group's main markets in Europe. On 11th March 2020, the World Health Organization declared that the rapidly spreading COVID-19 outbreak was a global pandemic.

In response to the pandemic, many countries have implemented measures such as "stay-at-home" policies and travel restrictions. These measures have led to a significant decrease in Bookings across the travel sector, as well as an unparalleled level of flight cancellations. As at 31st March 2021, the development of vaccines and the programming of different plans to immunize populations against COVID-19, is promising for the travel industry as it will lead to the lifting of travel restrictions.

The main impacts of COVID-19 on the Group for the year ended 31st March 2021 are as follows:

- Reduction of trading activities, with Bookings down 70% and Revenue Margin down 79% compared with the year ended 31st March 2020.
- Cost of sales incurred by the supply of hotel accommodation where the Group acts as a principal was positive for €3.9 million due to high volume of Bookings cancellation and very low trading activity. The cancellation of the hotel accommodations correspondingly negatively impacted the gross revenue.
- Marketing and other operating expenses were down 74% compared with the year ended 31st March 2020, as a large portion is variable costs directly related to volume of Bookings (see note 12).
- As a direct consequence of the drop in volume of Bookings, the amount of trade receivables and cash and cash equivalents have significantly decreased in comparison to the pre-pandemic amounts (see notes 21 and 22).
- Forward looking information for the calculation of the impairment loss on trade receivables includes consideration of the impact of COVID-19 on the financial situations of our customers. A deep analysis has been carried out to estimate potential significant financial difficulties. To reflect the additional expected credit losses, an impairment of €0.5 million has been recognized as at 31st March 2021 (€3.1 million as at 31st March 2020). The lower impairment amount in the year ended 31st March 2021, is driven by the significant decrease in trade receivables as a consequence of the drop in volume of Bookings (see note 21).
- Additional operational provisions related to the impact of COVID-19 on cancellations on commissions and chargebacks were recognized by the Group as at 31st March 2020 and 31st March 2021. In the

3. IMPACT OF COVID-19 (Continued)

year ended 31st March 2021, these provisions have decreased by €8.1 million and €9.3 million respectively, due to the drop in volume and their utilization (see notes 21 and 26). The amount of these provisions as at 31st March 2021 is €2.1 million and €3.7 million, respectively (€10.2 million and €13.0 million, respectively as at 31st March 2020).

- As a result of the deterioration of the Group's business due to the COVID-19 pandemic, the projections used for the impairment test calculation have declined in value compared with the projections pre-pandemic (see notes 18 and 19). The Group has recorded an impairment loss on Goodwill and Brand for €24.1 million and €6.3 million, respectively in the year ended 31st March 2021 (€65.2 million and €8.9 million, respectively in the year ended 31st March 2020).

3.2. Future effects of COVID-19 on the Group

The consolidated financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position and that prudent management actions, since the beginning of the crisis, have secured the Group's position to ensure a rapid return to full operational effectiveness once normal activity resumes.

The Group has prepared three different scenarios of projections. These projections have been based on external reports on the travel sector published by IATA, Moody's and S&P. The Group has taken into consideration the differences that its own business has with the overall travel sector evolution based on the actual differences seen in the performance of the current year. The scenarios are different depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery:

- In scenario I, herd immunity in Europe and the United States is not reached in the year ended 31st March 2022 and there are further virus outbreaks during the year. In this scenario, the Group will reach a volume of yearly Bookings similar to pre-COVID-19 levels in the year ended 31st March 2024.
- In scenario II, herd immunity in Europe and the United States is reached in the second half of the year ended 31st March 2022. In this scenario, the Group will reach a volume of yearly Bookings similar to pre-COVID-19 levels in the year ended 31st March 2023.
- In scenario III, herd immunity in Europe and the United States is reached in the second quarter of the year ended 31st March 2022. In this scenario, the Group will reach a volume of yearly Bookings higher than pre-COVID-19 levels in the year ended 31st March 2023.

The scope of the future effects of the COVID-19 pandemic on the Group's operations, cash flows and growth prospects depends on future developments. These include, among others, the severity, extent and duration of the pandemic mitigated by vaccination programs and efficacy of the vaccine.

The Group has access to funding from its €175 million SSRCF (of which, €93.8 million is available for draw down as at 31st March 2021, €60.5 million as at 31st March 2020) to manage the liquidity requirements of its operations. In April 2020 the Group obtained a 12 months waiver from its lenders regarding the only covenant of Gross Leverage Ratio of the SSRCF, achieving further financial flexibility for the Group (see notes 2.2 and 25). On 30th April 2021, the Group announced that it has obtained for the same Gross Leverage Ratio covenant an additional waiver for the year ended 31st March 2022 (see note 35.1).

Even under the worst scenario, the projections show that the liquidity of the Group will be sufficient for the next 12 months, and with ample headroom versus the €25 million limit of the new SSRCF covenant waiver (see note 35.1).

Since the beginning of the health crisis, Management has adopted and continues to follow a prudent approach to its cost base and capital expenditure. Several measures have been taken to achieve cost savings, reducing Fixed Costs & CAPEX and adding in this way extra adaptability to our business model. The Group has also adapted its strategy on some products to mitigate risks in the COVID-19 context. Finally, the Group has focused its investment in selected strategic areas: Prime, customer care, mobile and travel content to emerge stronger and well positioned from the crisis once normal activity resumes.

Even when the economic and operating conditions improve, the Group cannot predict the long-term effects of the pandemic on its business or on the travel industry in general and expects the market in

3. IMPACT OF COVID-19 (Continued)

which it operates to have evolved. However, as the vaccine rollout continues and travel restrictions continue to be lifted, there will be very strong demand for travel. For instance, last summer prior to the vaccine rollouts, almost 50% of the market returned in just two months in response to the lifting of the Spring lockdown restrictions. As a leisure-only focused business, the Group is at an advantage because the market in which the Group operates will recover more quickly. The Group is optimistic and believes that with vaccinations, the Group will recover quickly to Pre-COVID-19 levels or even exceed them.

4. BASIS OF PRESENTATION

4.1. Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and the figures are expressed in thousands of euros.

4.2. New and revised International Financial Reporting Standards

The following standards and amendments come into force for the first time in the year ended 31st March 2021, but do not have an impact on the consolidated financial statements of the Group:

Standards that came into force for the Group on 1st April 2020

Definition of a Business–Amendments to IFRS 3
Interest Rate Benchmark Reform–Amendments to IFRS 9, IAS 39 and IFRS 7
Definition of Material–Amendments to IAS 1 and IAS 8
The Conceptual Framework for Financial Reporting
COVID-19-Related Rent Concessions–Amendment to IFRS 16

The following standards and amendments will come into force for the first time in the year ended 31st March 2022 or after:

Standards that will come into force for the Group on or after 1st April 2021	Entry into force for annual periods commencing
Standards adopted by the European Union	
Interest Rate Benchmark Reform–Phase 2–Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16	1st April 2021
Standards issued by the IASB and yet to be adopted by the European Union	
Reference to the Conceptual Framework–Amendments to IFRS 3	1st April 2022
Property, Plant and Equipment: Proceeds before Intended Use–Amendments to IAS 16	1st April 2022
Onerous Contracts–Costs of Fulfilling a Contract–Amendments to IAS 37	1st April 2022
AIP IFRS 1 First-time Adoption of International Financial Reporting Standards–Subsidiary as a first-time adopter	1st April 2022
AIP IFRS 9 Financial Instruments–Fees in the '10 per cent' test for derecognition of financial liabilities	1st April 2022
AIP IAS 41 Agriculture–Taxation in fair value measurements	1st April 2022
IFRS 17 Insurance Contracts	1st April 2023
Classification of Liabilities as Current or Non-current–Amendments to IAS 1	1st April 2023
Sale or Contribution of Assets between an Investor and its Associate or Joint Venture–Amendments to IFRS 10 and IAS 28	1st April 2023
Definition of Accounting Estimates–Amendments to IAS 8	1st April 2023

The Group has not early adopted any standards, interpretations or amendments that have been issued but are not yet effective.

The Group intends to adopt the standards, interpretations and modifications to the standards issued by the IASB, which are not yet mandatory in the European Union, when they come into force, if applicable. Based on the assessment made to date, the Group estimates that the adoption of these new

4. BASIS OF PRESENTATION (Continued)

pronouncements will not have a significant impact on the consolidated financial statements in the initial period of application.

In the year ended 31st March 2020, the Group applied IFRIC 23 Uncertainty over Income Tax Treatments for the first time. The Interpretation did not have an impact on the consolidated financial statements of the Group, other than the reclassification of uncertain tax assets and liabilities from the headings "Non-current financial assets" and "Provisions" to the headings "Deferred tax assets" and "Deferred tax liabilities" (see note 14.5).

4.3. Use of estimates and judgements

In the application of the Group's accounting policies, the Board of Directors is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered relevant, including the COVID-19 impacts explained in note 3. Actual results may differ from these estimates.

These estimates and assumptions mainly concern the following:

Intangible assets other than goodwill: measurement, useful life and impairment

Determining the useful life of fixed assets requires estimations in relation to future circumstances, such as future technological developments.

Determining if certain assets, such as brands, have an indefinite useful life requires estimations regarding the foreseeable limit for the period over which they are expected to generate net cash inflows.

The capitalization of internally developed software requires the use of judgment to determine that the project is economically and technically feasible.

The decision to recognize a loss due to impairment of fixed assets such as software requires considering factors such as technological obsolescence, the suspension of certain services, and other circumstantial changes, which may highlight the need to assess a possible impairment. The software of the Group consists on features and functionalities that will generate future benefits. Given the relevance of the software for the Group's operations, these features and functionalities are reviewed on a monthly basis in multidisciplinary working groups involving IT, Finance and Product teams to assess if there are indicators of impairment.

The Group performs an impairment test on the value of the brands annually, or in the event of an indication of impairment, in order to identify a possible impairment in their value. Determining the recoverable value of the brands involves the use of assumptions and estimates and requires a significant degree of judgment, both in making future cash flow projections and in determining the rate of discount (WACC).

As a result of the deterioration of the Group's business due to the COVID-19 pandemic, these projections have decreased in value. At the same time, as a consequence of the uncertainty caused by the COVID-19 pandemic, the Group has proposed three weighted scenarios to calculate future flow projections. See more details about the judgments and estimates related to business projections given the uncertainty related to the COVID-19 pandemic in the section "Judgments and estimates related to business projections".

See more detail on the accounting policies for other intangible assets in note 5.13.

Allocation of the purchase price and goodwill

In business combination operations, the allocation of the purchase price and goodwill require the use of judgment and estimates to determine the fair value of the assets acquired, as well as the fair value of the consideration in the event of contingent consideration.

See more detail on the accounting policies for Business combinations, Goodwill and other intangible assets in notes 5.2, 5.3 and 5.13.

4. BASIS OF PRESENTATION (Continued)

Impairment test of CGUs

The Group performs an impairment test on the value of the Cash Generating Units ("CGUs") annually, or in the event of an indication of impairment, in order to identify a possible impairment in goodwill. Determining the recoverable value of the cash-generating units to which goodwill is allocated involves the use of assumptions and estimates and requires a significant degree of judgment, both in making future cash flow projections and in determining the rate of discount (WACC).

As a result of the deterioration of the Group's business due to the COVID-19 pandemic, these projections have decreased in value. At the same time, as a consequence of the uncertainty caused by the COVID-19 pandemic, the Group has proposed three weighted scenarios to calculate future flow projections. See more details about the judgments and estimates related to business projections given the uncertainty related to the COVID-19 pandemic in the section "Judgments and estimates related to business projections".

Revenue recognition

The Group uses judgments and estimates to assess the impact on income of the risk of cancellations.

GDS incentive income is subject to cancellation. Based on historical data, the Group has always observed a very low level of flight cancellations, because the flight cancellation conditions to which the customer is subjected to are very restrictive. For this reason the risk of cancellation under normal conditions is not relevant. But in the context of the COVID-19 pandemic, given the increase in flight cancellations, the Group has considered that there is a risk of cancellation in this case. The Group has estimated the risk of flight cancellations considering the most recent data on restrictions and cancellations, using external information provided by certain suppliers.

For the supplier commissions from hotel and car rental providers (including where the Group acts as principal), the Group calculates a cancellation provision for the commissions related to Bookings validated but not consumed as of the reported closing date. This provision is based on the historical percentages of cancellations. However, in the context of the COVID-19 pandemic, the Group has estimated that the expected cancellations are higher than the historical ones and has increased the percentages based on trends during the COVID-19 affected period and the timing of confinement measures and quarantine requirements.

Likewise, the Group also uses judgments to determine the revenue recognition criteria applicable to its sales.

See more detail on the accounting policies related to the recognition of income in note 5.4.

Income tax and recoverability of deferred tax assets

The Group assesses the recoverability of deferred tax assets based on estimates of future results by tax group. Such recoverability ultimately depends on the Group's ability to generate taxable profits during the period in which the deferred tax assets remain deductible.

This analysis is based on the estimated schedule to reverse deferred tax liabilities, as well as estimates of taxable earnings. These estimates are obtained based on the Group's business plan projections. These projections include Management's best estimates, which are consistent with external information, past experience and future expectations (see more details on the judgments and estimates related to the business projections given the uncertainty related to the COVID-19 pandemic in section "Judgments and estimates related to business projections").

The recognition of tax assets and liabilities depends on a number of factors, including estimates of the timing and realization of deferred tax assets and the projected tax basis schedule. The actual receipts and payments of the Group's corporate tax could differ from the estimates made by the Group as a result of changes in tax legislation, the result of ongoing tax procedures or unforeseen future transactions that could affect tax balances.

See more detail on the accounting policies for income tax in note 5.12.

4. BASIS OF PRESENTATION (Continued)

Share-based payment valuation

The Group's share-based payments are subject to service and performance conditions, not market conditions. The valuation of the Group's share-based payments depends on the fair value of the rights granted, as well as the estimate of the number of shares expected to be delivered. At the end of each reporting period, the Group reviews its estimate of the number of shares expected to be delivered based on historical employee turnover and the estimate of compliance with performance targets.

See more detail on the accounting policies for share-based payments in note 5.11.

Provisions

The Group uses judgments to determine the probability of occurrence of the risks to which it is exposed, and estimates to quantify said risks. Due to the uncertainties inherent in the estimates necessary to determine the amount of provisions, actual disbursements may differ from the amounts originally recognized. See more detail on the accounting policies for provisions in note 5.15.

As part of the Group's provisions, it is worth highlighting the provision for chargebacks. The risk of flight cancellations and airline bankruptcy exposes the Group to an increased risk of voluntary chargeback from the customer, cancelling payments previously validated. Unjustified chargebacks initiated by customers are disputed by the Group to its customers, and chargebacks and Booking cancellations are claimed by the Group to its suppliers, as it is its right. To estimate both the customer's chargeback risk and the amount to be recovered from the supplier, the Group estimates and books a provision based on historical statistics.

Likewise, the Group has considered that due to the increase in flight cancellations and the greater risk of bankruptcy of airlines related to the COVID-19 pandemic, the risk is greater than usual for customers to return the payment of a Booking if the flight is cancelled.

Judgments and estimates related to credit risk

The Group has established a matrix of provisions by type of customer, based on the Group's historical credit loss experience to estimate the customer's credit risk. In-depth analysis has been conducted to estimate potential significant financial distress and additional credit risk. This analysis is based on a combination of the last available external rating at the time of analysis (Dun & Bradstreet rating), quantitative analysis (for example, increase in fuel price, volume of routes cancelled by airlines, percentage of sales in areas heavily impacted by COVID-19, financial ratios, etc.) and additional relevant comments from our Airline Risk Committee.

The Group has established an Airline Risk Committee that meets twice a week to review the decisions on credit risk categories assigned to airlines we intermediate. The Committee evaluates results publications of publicly traded airlines, press updates and industry information collected by our supplier relations team. For non-publicly traded airlines we are often able to obtain information directly from their finance teams on their financial situation. Depending on our estimate of available liquidity and cash burn for every airline we adjust the credit risk category, which has consequences on the limitations to intermediate their flight inventory both on amount of time to departure and payment method to the airline.

Based on the quantitative and qualitative factors previously mentioned, the Group determines three different risk ranges (high, medium, low) to recognize an additional credit risk provision, see impact in note 21.2

The applied risk percentage corresponds to the highest range in our historical statistics or is a judgment percentage based on our best estimate. See note 21.2.

Judgments and estimates related to business projections

The consolidated financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position and that prudent management actions since the beginning of the crisis will secure the Group's position to ensure a rapid return to full operational effectiveness once normal activity resumes (see note 3).

4. BASIS OF PRESENTATION (Continued)

Given the uncertainty related to the COVID-19 pandemic (see note 3), Group Management has prepared three different 5-year projection scenarios, depending on the duration of the impact of the COVID-19 pandemic and the form and timing of subsequent recovery. See details of the main assumptions used in the financial projections in notes 18 and 19.

4.4. Changes in consolidation perimeter

There have been no changes in the consolidation perimeter since 31st March 2020.

4.5. Comparative information

The Directors present, for comparative purposes, together with the figures for the year ended 31st March 2021, the previous period's figures for each of the items on the annual consolidated statement of financial position, consolidated income statement, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated cash flows statement and the quantitative information required to be disclosed in the consolidated financial statements.

The figures for the year ended 31st March 2021 have been impacted by the COVID-19 pandemic (see note 3) in the full year, whereas the figures corresponding to the previous period were impacted only at the end of the period, which impacts the comparability of the figures.

4.6. Working capital

The Group had negative working capital as of 31st March 2021 and 31st March 2020, which is a common circumstance in the business in which the Group operates and considering its financial structure. It does not present any impediment to its normal business.

The Group's €175 million Super Senior Revolving Credit Facility ("SSRCF") is available to fund its working capital needs and guarantees, of which €93.8 million are available for cash drawn down as at 31st March 2021 (€60.5 million as at 31st March 2020). See note 25.

5. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared on the historical cost basis except for certain properties and financial instruments that are measured at revalue amounts or fair values, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets. The principal accounting policies are set out below.

5.1. Basis, scope and methods of consolidation

The consolidated financial statements incorporate the financial statements of eDreams ODIGEO, S.A. and entities controlled by the Company (its subsidiaries) up to 31st March each year. Control is achieved where the Company has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition and up to the effective date of disposal, as appropriate. Total comprehensive income of subsidiaries is attributed to the owners of the Company and to the non-controlling interests (if any), even if this results in the non-controlling interests having a deficit balance.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with those used by the Group. All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognized directly in equity and attributed to owners of the Company.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

All entities directly or indirectly controlled by the Company have been consolidated by the full consolidation method.

5.2. Business combinations

The Group will apply the amendments to IFRS 3 to any business combination occurring after 1st April 2020.

Acquisitions of businesses are accounted for using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether they include, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a “concentration test” that permits a simplified assessment of whether an acquired set of activities and assets is not a business.

The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of the assets transferred, liabilities incurred and the equity interests issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognized in profit or loss as incurred.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer’s previously held equity interest in the acquiree over the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed.

When the consideration transferred by the Group in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition-date fair value and included as part of the consideration transferred in a business combination. Changes in the fair value of the contingent consideration that qualify as measurement period adjustments within the first 12 months are adjusted retrospectively, with corresponding adjustments against goodwill. Other changes in the fair value of the contingent consideration are recognized in profit or loss.

5.3. Goodwill

Goodwill arising on an acquisition of a business is not amortized but carried at cost as established at the date of acquisition (see above) less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill has been allocated to each market, except Metasearch and Connect (which are their own Cash Generating Units “CGU”), level at which the business is managed, the operating decisions are made and the operating performance is evaluated.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently when there is indication that the unit may be impaired. If the recoverable amount of these assets (see note 18) is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognized directly in profit or loss in the consolidated income statement and is not subsequently reversed.

5.4. Revenue recognition

See in the Glossary of Definitions annex definitions of terms (specific in the sector) in order to better understand the Group Revenue recognition accounting principles.

All Revenue of the Group is revenue from contracts with customers.

The Group makes travel and travel related services available to customers and travelers directly through its websites.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Group generates its revenue from the intermediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and Low Cost Carriers (LCC) flights as well as travel insurance in connection with, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. The Group's revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. The Group also receives incentives from its Global Distribution System ("GDS") service providers based on the volume of supplies mediated by the Group through the GDS systems. In addition to the above travel-related revenue, the Group also generates revenue from non-travel related services, such as revenue for the supply of advertising services on its websites, commissions received from credit card companies and fees charged on toll calls.

The Group recognizes revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation, and (v) the services are provided to the customer (performance obligation satisfied). The Group has evidence of a contractual relationship when the customer has acknowledged and accepted the Group's terms and conditions that describe the service rendered as well as the related payment terms. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognized at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where the Group acts as a disclosed agent, i.e. bears no inventory risk and is not the primary obligor in the arrangement, it only recognizes as revenue its intermediation services and commissions relating to the supply of intermediation services in respect of scheduled air passenger transport, hotel accommodations, car rentals and travel packages. The Group does not recognize any revenue and cost of sales relating to the supply of the underlying travel services by the travel suppliers for which it acts as disclosed agent. The Group, in its capacity of disclosed agent, has no ability to determine or change the travel services for which it acts as intermediary.

Where the Group acts as a disclosed agent, travel supplier incentives are recognized based on the achievement of certain sales targets during a certain agreed period. The Group therefore recognizes such commissions as income where it is considered highly probable that agreed targets will be met and the commissions are quantifiable. Where it is probable that the agreed targets will be met, revenue is recognized based on the percentage of total agreed incentives achieved at the reporting date.

The Group only acts in its own name to customers in respect of the supply of certain hotel accommodation by a designated company of the Group, whereby this company purchases hotel accommodation from hoteliers for the onwards supply to its customers at a price determined by this group company. In this case, the Company has the primary responsibility for the supply of the hotel accommodation. In this case the Group recognizes revenue on a "gross" basis which equals the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales.

The recognition of travel supply revenue on a "gross" basis or the recognition of intermediation revenue depends on whether the Group is considered to act as a principal or as a disclosed agent in its transactions. Therefore, the Group assesses whether it controls the travel services supplied to the customers. In performing this assessment, the Group gives regard to the contractual relationship between the parties as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether the Group is primarily responsible for fulfilling the promise to provide the specified good or service, the Group has inventory risk or has discretion in establishing the customer price of the travel service, and has discretion in the selection of the supplier of the travel service.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Revenue Recognition

The table below summarizes the revenue recognition basis for the Group's income streams.

Income stream	Main performance obligation	Basis of revenue recognition
Scheduled flight intermediation services	Intermediation service	Date of Booking
Airline incentives	Intermediation service	Accrued based on meeting sales targets
GDS incentives	Intermediation service	Date of Booking
Supplier intermediation revenue (flights, hotels and cars)	Intermediation service	Date of Booking
Dynamic Packages intermediation revenue (including the flight portion thereof)	Intermediation service	Date of Booking
Advertisement services revenue	Advertising display	Date of display
Metasearch	Provide traffic	Date of click or date of purchase
Insurance intermediation revenue	Intermediation service	Date of Booking
Cancellation and Modification for any reason	Right to cancel / modify during the coverage period	Accrued based on service period
Prime	Right to discounts on Bookings for a certain period	Accrued based on usage
Hotel accommodation as principal	Right to hotel accommodation	Date of Booking

For flight intermediation services, net revenue is recognized upon the completion of the Booking as the Group does not assume any further performance obligation to its customers after the flight tickets has been issued by the airline.

Additionally, the Group uses Global Distribution System ("GDS") services to process the Booking of travel services for its customers. Under GDS service agreements, the Group earns revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognized at the time the Booking is processed.

In the event of the cancellation of a Booking, the GDS incentives earned are reversed. Before the COVID-19 pandemic, such cancellations were not relevant. Nonetheless, as explained in note 4.3, in the context of the COVID-19 pandemic, the Group recognizes there is a cancellation risk and this has been estimated based on the most recent data regarding restrictions and cancellations, using external information provided by certain suppliers. (see note 21.1 "Provision for Booking cancellation").

The Group also receives incentives from airlines for its intermediation services, which it recognizes based on the achievement of targets set by contract, that mainly relate to the amount of Bookings that have been flown, and consequently are not subject to cancellation.

In case of commissions from hotel and car rental providers for intermediation services regarding hotel accommodation, Dynamic packages and car rentals, net revenue is recognized at the date of Booking. However, a provision is recognized to cover the risk of cancellation of the Bookings made prior to the reported closing date and with future departure date. The provision is updated, at least, at each quarterly closing. This provision has been calculated to cover the risk of loss on commission based on the historical average cancellation rate by markets, and external factors such as confinement measures and quarantine requirements in the context of COVID-19 (see note 21.1 "Provision for Booking cancellation").

The Group generates other revenue, which primarily comprise revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites the Group operates, as well as for searches, clicks and purchases generated by our metasearch activities. The revenue recognition policy for advertising revenue is at the date of publication over the delivery

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

period, depending on the terms of the advertising contract. Regarding metasearch services, the revenue is recognized, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance intermediation revenue, it is recognized at the date of Booking, as it is when the Group provides its intermediation service.

Cancellation or Modification services for any reason consist of offering the customer the option to cancel or modify their flight for any reason during the coverage period. The Group considers that the performance obligation is the coverage service, and therefore this is accrued based on the period during which the client has the option of cancelling or modifying the reservation. In the event that the customer does not exercise their right to cancellation or modification, the income is accrued linearly during the coverage period. However, if the customer decides to exercise their right to cancellation, the accrual will be accelerated, since the right expires once it has been exercised.

The Prime service consists of the right to discounts on all Bookings made during the contractual period. This service can be used several times within the contractual period. The Group accrues income based on usage, which refers to each instance the customer uses Prime to make a Booking with a discount.

During the year ended 31st March 2020, the Group changed the accrual estimate, from a straight linearization to an estimate based on usage. This change was supported by historical data on the service consumption pattern and it was applied prospectively and resulted in lower revenue recognition during the year ended 31st March 2020 by €2.5 million.

For all revenue, if the judgements are inaccurate, actual revenue could differ from the amount the Group recognizes, directly impacting its reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets), and deferred revenue (contract liabilities) on the Consolidated Balance Sheet. Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, advances received prior to revenue recognition give rise to contract liabilities.

5.5. Cost of sales

Cost of sales primarily consists of direct costs associated with the supply of travel services as principal with the aim of generating revenue, relating to the supply of certain hotel accommodation by a designated company of the Group (see note 5.4). The cost of sales is variable in nature and is primarily driven by transaction volumes. The Group does not acquire inventory in advance, as the acquisitions are managed on demand.

5.6. Operating profit

Operating profit consists of Revenue Margin, after deducting personnel expenses, other operating income or expenses, depreciation and amortization, impairment and charges net of reversals of provisions.

5.7. Financial result

Financial result consists of income and expense relating to the Group's net financial debt during the accounting period.

5.8. Leasing

At inception of a contract, the Group assesses whether a contract is, or contains, a lease, based on the following characteristics:

- The contract involves the use of an identified asset that is physically distinct or represents substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- The Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- The Group has the right to direct the use of the asset, that is, the Group has the decision-making rights that are most relevant to changing how and for what purpose the asset is used.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Group recognizes a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site at which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimate useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment assets. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, for its office leases, the Group uses its incremental borrowing rate as the discount rate, being the rate that the individual lessee would have to pay to borrow the funds necessary to acquire an asset of similar value to the right-of-use asset in a similar economic environment with similar terms, guarantees and conditions.

The lease term is estimated taking into consideration the contract clauses regarding renewal and/or early termination, as well as Management's expectation regarding the exercise of the clauses.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets in "Property, Plant and Equipment" and lease liabilities in "Financial Liabilities" in the consolidated statement of financial position.

The Group has elected not to recognize right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less, and leases of low-value assets. The Group recognizes the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

5.9. Foreign currencies

In preparing the financial statements of each individual group entity, transactions in foreign currencies (i.e. currencies other than the Euro, the Company's functional currency) are recognized at the rates of exchange prevailing at the dates of the transactions.

At the end of each reporting period, monetary items denominated in foreign currencies are converted at the rates prevailing at that date.

Exchange differences on monetary items are recognized in profit or loss in the period in which they arise.

Non-monetary items carried at fair value that are denominated in foreign currencies are converted at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

For the purposes of presenting consolidated financial statements, the assets and liabilities of the Group's foreign operations are translated into Euros using exchange rates prevailing at the end of each reporting period. Income and expense items are translated at the average exchange rates for the period. Exchange differences arising, if any, are recognized and accumulated in equity.

Goodwill and fair value adjustments on identifiable assets and liabilities acquired arising on the acquisition of a foreign operation are translated at the closing rate of exchange. Exchange differences arising are recognized in equity.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

5.10. Retirement benefits costs

Defined contribution plans

Based on the provisions of the Collective Agreement applicable to different Group companies, the Group has a defined contribution plan with employees. A defined contribution plan is a plan whereby the Group makes fixed contributions to a separate entity and has no legal, contractual or constructive obligation to make additional contributions if the separate entity does not have sufficient assets to meet the commitments undertaken. Once the contributions have been paid, the Group has no additional payment obligations.

Contributions are recognized as employee benefits when they accrue. Benefits paid in advance are recognized as an asset to the extent that there is a cash refund or a reduction in future payments.

Defined benefit plans

Defined benefit plans establish the amount of the benefit the employee will receive on retirement, normally based on one or more factors such as age, years of service and remuneration.

The liability recognized in the balance sheet is the present value of the obligation in respect of defined benefits on the balance sheet date less the fair value of the plan assets, and adjustments for unrecognized past service costs. The obligation in respect of defined benefits is measured by independent actuaries using the projected unit credit method. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows, using the interest rates on high quality business bonds denominated in the same currency as what will be used to pay the benefits, with maturity periods similar to those of the corresponding obligations.

In countries where there is no market for such bonds, the market rates of government bonds are used. Actuarial gains or losses arising from adjustments based on experience and changes in the actuarial assumptions are charged or credited to other comprehensive income in the period in which they arise.

Past service costs are recognized immediately in the result, unless they arise as a result of changes in the pension plan and they are subject to the continuity of employees in service during a specified time (vesting period). In this case, past service costs are amortized using the straight-line method over the vesting period.

5.11. Share-based payment arrangements

Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of the value of the equity instruments that will eventually vest, with a corresponding increase in equity. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to vest.

The impact of the revision of the original estimates in equity-settled share-based payments, if any, is recognized in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity-settled employee benefits reserve.

The value of the plan depends only on internal conditions and they are valued at the market value of the share on granting date, multiplied by the probability of meeting the Conditions. The probability is updated and re-estimated at least yearly, but the market value of the share at granting date is maintained without any change. At the time of delivery of the shares, the estimated probability of delivery is updated to the real delivery (but the value per share remains the same-the one at granting date).

5.12. Taxation

Income tax represents the sum of current tax and deferred tax.

Current tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that are

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

taxable or deductible in other years and items that are permanently exempt or permanently non-deductible for taxation purposes. The Group's balance for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets generated by tax losses carried forward and tax credits carried forward are only recognized to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits respectively against income tax due during the testing period taking into account local limitations regarding the utilization of tax losses and tax credits.

Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognized if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallize.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and
- the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either:
  - — the same taxable entity; or
  - — different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

5.13. Other intangible assets

The Group has various types of intangible assets:

- Assets classified as brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations and whose measurement comes from the purchase price allocation processes.
- Assets classified as licenses correspond to certain licenses to use third-party software for a specified period.
- Assets classified as software and software internally developed corresponds to technology acquired or developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

Amortization and useful life of other intangible assets

Intangible assets with finite useful lives are carried at cost less accumulated amortization and accumulated impairment losses. Amortization is recognized on a straight-line basis over their estimated useful lives as follows:

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Useful life (Years)	
Brands	Indefinite
Licenses	2–5
Software (incl. software internally developed)	3–4
Software of the group common platform	7
Other intangible assets	3–5

The estimated useful life and amortization method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

The Group considers that its brands have an indefinite useful life since there is no foreseeable limit for the period over which the brands are expected to generate net cash inflows for the entity based on legal and competitive factors, since the Group's brands have a consolidated position in the market. See detail of the net book value of each brand in note 16.

In the case of internally developed software, the Group distinguishes between software that is part of the Core of the Common platform and other software. For the first, an estimated useful life of 7 years has been determined based on the Group's experience of the actual useful life of previous platforms used by the Group in the past, such as the previous eDreams and Opodo platforms. The 7-years useful life of the Group's Common Platform Core Software reflects the expected use of the asset, as the intention is to maintain stability on the Platform. This is reinforced by the constant investments made to improve the functionalities of the Platform.

Internally-generated intangible assets-research and development expenditure

Expenditure on research activities is recognized as an expense in the period in which it is incurred.

An internally-generated intangible asset arising from the Group's development of its website operating platform and related back office systems is recognized if, and only if, all of the following have been demonstrated:

- an asset is created that can be identified (such as software and new processes);
- it is probable that the asset created will generate future economic benefits; and
- the development cost of the asset can be measured reliably.

The revenue associated with the capitalization of internally-generated intangible assets is classified in the profit and loss statement according to the nature of the development cost of the asset.

Where no internally-generated intangible asset can be recognized, development expenditure is recognized in profit or loss in the period in which it is incurred.

Subsequent to initial recognition, internally-generated intangible assets are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

Intangible assets acquired in business combinations

Intangible assets acquired in a business combination and recognized separately from goodwill are initially recognized at their fair value at the acquisition date (which is regarded as their cost).

Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

With regard to brands, the royalty-based approach has been adopted. This involves estimating the value of the brand by reference to the levels of royalties demanded for the use of similar brands, based on revenue forecasts drawn up by the Group.

This approach is based on a qualitative analysis of the brand in order to ensure that the assumptions selected are relevant. The discount rate used is based on the weighted average cost of capital (WACC) for the target acquired.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Derecognition of intangible assets

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

Impairment of intangible assets

See the details on the accounting policy for impairment of intangible assets, together with property, plant and equipment, in note 5.14.

5.14. Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation and useful life of property, plant and equipment

Depreciation is recognized so as to write off the cost or valuation of assets using the straight-line method. The estimated useful lives and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Useful life (Years)	
General Installations/Technical Facilities	5 – 8
Furniture	5 – 8
Computer Hardware	3 – 5
Other items of property, plant and equipment	5

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease.

Derecognition of property, plant and equipment

Property, plant and equipment is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of property, plant and equipment, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

Impairment of property, plant and equipment and intangible assets other than goodwill

At least at the end of each reporting period, the Group reviews the carrying amounts of its property, plant and equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in note 18). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash- generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

5.15. Provisions

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that the Group will be required to settle the obligation, the contingency is disclosed in the note for Contingencies (see note 31).

5.16. Financial instruments

Financial assets and financial liabilities are recognized when a Group entity becomes a party to the contractual provisions of the instrument.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at amortized cost using the effective interest method, less any impairment.

Interest income is recognized by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Effective interest method

The effective interest method is a method of calculating the amortized cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Impairment of trade receivables

The Group applies the simplified approach to Expected Credit Losses for trade receivables and contract assets (“accrued income”), as required by IFRS 9. The Group recognizes a loss allowance based on lifetime Expected Credit Losses. The Group has established a provision matrix by type of customer that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Derecognition of financial assets

The Group derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

risks and rewards of ownership and continues to control the transferred asset, the Group recognizes its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognize the financial asset and also recognizes a collateralized borrowing for the proceeds received.

Cash and cash equivalents

Cash and cash equivalents comprise cash in hand and short-term deposits and other short-term highly liquid investments that are readily convertible to cash and are subject to an insignificant risk of changes in value.

5.17. Financial liabilities and equity instruments

Classification as debt or equity

Debt and equity instruments issued by a Group entity are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Group are recognized at the proceeds received, net of direct issue costs.

Treasury shares

Own equity instruments that are reacquired (treasury shares) are recognized at cost and deducted from equity.

No gain or loss is recognized in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognized in other reserves.

Other financial liabilities

Other financial liabilities are initially recognized at the fair value of the consideration received.

Other financial liabilities (including borrowings) are subsequently measured at amortized cost using the effective interest method.

The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of financial liabilities

The Group derecognizes financial liabilities when, and only when, the Group's obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

5.18. Current / Non-current classification

Current assets are considered to be those related to the normal cycle of operations (considered for the Group to be one year); assets which are expected to expire, be disposed of or realized in the short term as from year-end; financial assets held for trading (except for financial derivatives to be settled later than one year); and cash and other equivalent liquid assets. Assets that do not meet these requirements are classified as non-current.

5. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Likewise, current liabilities are those related to the ordinary cycle of operations, financial liabilities held for trading, with the exception of financial derivatives to be settled later than one year, and in general all obligations that will expire or terminate in the short term. If this is not the case, they are classified as non-current.

5.19. Related party transactions

The Group performs all its transactions with related parties on an arm's length basis. Also, the transfer prices are adequately supported and, therefore, the Group Directors consider that there are no material risks in connection to this that might give rise to significant liabilities in the future.

5.20. Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with.

When the grant relates to an expense item, it is deducted in reporting the related expense and recognized on a systematic basis over the periods of the related expense.

When the grant relates to an asset, it is presented reducing the carrying amount of the asset. The grant is then recognized in profit or loss over the useful life of the depreciable asset by way of a reduced depreciation charge.

6. RISK MANAGEMENT

6.1. Financial Risks

Credit risk: Our cash and cash equivalents are held with financial entities with strong credit ratings.

Our credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognized in the consolidated statement of financial position net of provision for doubtful receivables, which is estimated by our management in establishing a provision matrix by type of customer, based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Interest rate risk: Most of our financial debt is exposed to fixed interest rates. Of our debt, only the Super Senior Revolving Credit Facility ("SSRCF") and the Government-sponsored loan bear interest at a variable rate (see note 25). Historically we have only drawn loans under the SSRCF for intra-month working capital purposes, but as at 31st March 2021, the SSRCF has been drawn down for €55.0 million (€109.5 million as at 31st March 2020), €16.6 million of overdrafts on credit facilities ancillary to the SSRCF and €15.0 million of the new Government-sponsored loan related to the cash decrease due to COVID-19 (see note 3).

If the EURIBOR increased by 2 basis points, the yearly interest expense calculated on the basis of the amount drawn down as at 31st March 2021 would increase by €1.7 million if we kept that draw-down for a 12-month period. There would be no impact if the EURIBOR decreased.

Liquidity risk: In order to meet our liquidity requirements, our principal sources of liquidity are: cash and cash equivalents from the consolidated statement of financial position, cash flows generated from operations and the revolving credit facilities under our SSRCF to fund cash requirements and supplier guarantees.

Exchange rate risk: The exchange rate risk arising from our activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each company of the Group and the risk arising on the consolidation of subsidiaries that have a functional currency other than the Euro.

In relation to commercial transactions, we are principally exposed to exchange rate risk as the Group operates with the British Pound and other foreign currencies. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

6. RISK MANAGEMENT (Continued)

However, the volume of our sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to our total operations.

Additionally, the Group is also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following table demonstrates the sensitivity to a reasonably possible change in the British Pound (GBP) and Swedish Krona (SEK) exchange rates, with all other variables held constant.

	+5%	-5%	+10%	−10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	1,005	(1,110)	1,918	(2,344)
Effect on Equity of a change in Exchange rate:				
SEK	(747)	825	(1,426)	1,742

The impact on the Group's profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on the Group's equity is due to changes in value of the Group's foreign operations and Goodwill in the Nordics.

Exposure to changes on the British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes on the Swedish Krona would not have significant impacts on Profit before Tax.

The Group's exposure to foreign currency changes as at 31st March 2021 for all other currencies is not significant.

6.2. Financial Profile Risks

Impairments of goodwill and other intangible assets. The consolidated statement of financial position includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect the reported results of operations and financial position.

Restrictive debt covenants that may limit our ability to finance future operations and capital needs and to pursue business opportunities and activities. However, the Group has obtained a waiver on its only covenant for the years ended 31st March 2021 and 31st March 2022 (see note 25).

Our significant leverage could affect our financial position and results, but also our ability to operate our business and raise additional capital to fund our operations.

6.3. Capital Risk Management

The Group's objective in capital risk management is to safeguard its capacity to continue managing its recurring activities and the capacity to continue to grow through new projects, by optimizing the debt-to-equity ratio to create shareholder value.

The Group's growth is financed mainly through internal cash flows generated by the Group's recurring businesses and usage of the SSRCF.

The Group's optimal leverage level is not determined on the basis of its overall debt-to-equity ratio but with the goal of maintaining moderate levels of debt. With the IPO completion in April 2014, the Group used the proceeds from the issuance of new shares to reduce debt.

The Group does not consider the debt-to-equity ratio a suitable indicator for defining its equity policy as its consolidated equity may be affected by a range of factors which are not necessarily indicative of its capacity to satisfy its future financial obligations, including:

6. RISK MANAGEMENT (Continued)

- The effect of fluctuations in functional currencies other than the Euro through currency translation differences; and
- The impairment losses on assets that will not recur and which do not involve a cash outflow when recognized.

The Group's capital policy does not set short-term quantitative targets for its indebtedness in relation to its net equity, but is adjusted to allow the Group to manage its recurring operations and take advantages of opportunities for growth while maintaining indebtedness at appropriate levels in the light of its expected future generation of cash flows and in compliance with any quantitative restrictions contained in its main debt contracts.

None of the Group's main debt contracts contain specific clauses restricting its debt-to-equity ratio.

The SSRCF includes a covenant requiring the eDreams ODIGEO consolidation perimeter to maintain a gross debt to EBITDA ratio for the rolling twelve months at each quarter end. The Group obtained waivers for the covenant for the years ended 31st March 2021 and 31st March 2022 (see notes 2.2 and 35.1).

At 31st March 2021 the Group complied with all the restrictions imposed by its main debt contracts, and as its businesses may reasonably be expected to continue operating, the Group does not foresee any non- compliance in the future.

7. EARNINGS PER SHARE

The basic earnings per share is calculated by dividing the profit attributable to equity holders of the Company by the average number of shares.

As a result of its own shares held as treasury stock (see note 23.5), the weighted average number of ordinary shares used to calculate basic earnings per share was 109,587,657 for the year ended 31st March 2021.

In the earning per share calculation for the years ended 31st March 2021 and 31st March 2020 dilutive instruments are considered for the Incentive Shares granted (see note 24), only when their conversion to ordinary shares would decrease earnings per share or increase loss per share. As the result attributable to the owner of the parent for the years ended 31st March 2021 and 31st March 2020 is a loss, dilutive instruments have not been considered for this period.

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits) for the years ended 31st March 2021 and 31st March 2020, is as follows:

	Year ended 31st March 2021			Year ended 31st March 2020		
	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)
Basic earnings per share	(124,229)	109,587,657	(1.13)	(40,523)	109,954,836	(0.37)
Diluted earnings per share	(124,229)	109,587,657	(1.13)	(40,523)	109,954,836	(0.37)

7. EARNINGS PER SHARE (Continued)

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits), based on Adjusted Net Income (see section C5. Reconciliation of APM and other defined terms), for the years ended 31st March 2021 and 31st March 2020, is as follows:

	Year ended 31st March 2020			Year ended 31st March 2021		
	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)
Basic earnings per share	(86,758)	109,587,657	(0.79)	34,692	109,954,836	0.32
Diluted earnings per share	(86,758)	109,587,657	(0.79)	34,692	114,560,621	0.30

8. SEGMENT INFORMATION

The Group reports its results in geographical segments based on how the Chief Operating Decision Maker (CODM) manages the business, makes operating decisions and evaluates operating performance. For each reportable segment, the Group's Leadership Team comprising of the Chief Executive Officer and the Chief Financial Officer, reviews internal management reports. Accordingly, the Leadership Team is construed to be the Chief Operating Decision Maker (CODM).

As stated in IFRS 8, paragraph 23, an entity shall report a measure of total assets and liabilities for each reportable segment if such amounts are regularly provided to the Chief Operating Decision Maker. The assets and liabilities of the Group are broken down by segment solely for the purpose of carrying out the impairment test by CGU on an annual basis or in the event of signs of impairment. As this information is not provided for decision-making purposes, information regarding assets and liabilities by segments has not been disclosed in these consolidated financial statements.

The Group has identified as segments the different markets in which it operates, since it is the basis on which the information is reported to the Management on a monthly basis and strategic decisions are made, such as the launch of new services, pricing strategies or investment in marketing.

The product dimension (flights, hotels, dynamic packages, etc.) is not the main dimension on the basis of which the Management makes strategic decisions, since this dimension would not provide enough granularity, as the Group's business is "flight-centric".

The Group distinguishes between two main categories within its segments: the 6 main markets in which the Group operates and the rest of the world. It is relevant to group our segments in terms of current presence and maturity of operations in the markets.

Inside of the top 6, the Group aggregates Spain and Italy to create the "Southern Europe" operating segment, as well as Germany, the Nordic countries and the United Kingdom to create the "Northern Europe" operating segment, as these markets have similar economic characteristics and similar customer behaviour patterns.

The Group considers the "Rest of the World" segment a segment in itself, and not an aggregation of segments, since it operates internally as such and the information that Management receives on a regular basis considers "Rest of the World" one of the markets.

8. SEGMENT INFORMATION (Continued)

The following is an analysis of the Group's Profit & loss and Bookings by segment:

Year ended 31st March 2021

	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics +UK)	Total Top 6 Markets	Rest of the World	Total
Gross Bookings(*)	298,919	146,473	279,453	**724,845**	274,449	**999,294**
Number of Bookings(*)	859,207	677,087	826,209	**2,362,503**	881,746	**3,244,249**
Revenue	37,323	17,130	28,121	**82,574**	24,598	**107,172**
Revenue Margin	**37,900**	**19,858**	**28,126**	**85,884**	**25,206**	**111,090**
Variable costs	(23,438)	(15,714)	(22,924)	**(62,076)**	(23,979)	**(86,055)**
Marginal Profit	**14,462**	**4,144**	**5,202**	**23,808**	**1,227**	**25,035**
Fixed costs						**(63,193)**
Depreciation and amortization						**(35,353)**
Impairment and results on disposal of non-current assets	(27,791)	(20)	(2,763)	**(30,574)**	(6)	**(30,580)**
Others						**(6,858)**
Operating profit / (loss)						**(110,949)**
Financial result						**(27,692)**
Profit / (loss) before tax						**(138,641)**

(*) Non-GAAP measure.

Year ended 31st March 2020

	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics +UK)	Total Top 6 Markets	Rest of the World	Total
Gross Bookings(*)	1,229,122	761,839	1,638,751	**3,629,712**	1,152,716	**4,782,428**
Number of Bookings(*)	2,587,524	2,081,033	3,412,949	**8,081,506**	2,686,339	**10,767,845**
Revenue	148,414	111,622	173,359	**433,395**	128,367	**561,762**
Revenue Margin	**141,301**	**100,585**	**163,357**	**405,243**	**123,420**	**528,663**
Variable costs	(83,526)	(62,522)	(111,915)	**(257,963)**	(92,805)	**(350,768)**
Marginal Profit	**57,775**	**38,063**	**51,442**	**147,280**	**30,615**	**177,895**
Fixed costs						**(62,816)**
Depreciation and amortization						**(34,525)**
Impairment and results on disposal of non-current assets	(43,510)	(5,731)	(25,907)	**(75,148)**	(259)	**(75,407)**
Others						**(14,396)**
Operating profit / (loss)						**(9,249)**
Financial result						**(29,829)**
Profit / (loss) before tax						**(39,078)**

(*) Non-GAAP measure.

Note: all revenues reported above are with external customers and there are no transactions between segments.

The products and services from which customer sales revenue are derived are the same for all segments, except Metasearch, which focuses on the French market, and is marketed under the Liligo brand.

In the year ended 31st March 2021, no single customer contributed 10% or more to the Group's revenue. In the year ended 31st March 2020, revenues from one customer represented approximately €60.7 million of the Group's total revenues, split in a proportional way between segments.

The Group does not provide a detail of fixed costs, depreciation and amortization or other costs by segment, as these expenses not directly related with Bookings are common to all markets. The Management of the Group reviews the profitability of the segments based on their Marginal Profit.

See definitions of Alternative Performance Measures in section C4. Glossary of definitions.

8. SEGMENT INFORMATION (Continued)

The following is an analysis of the Group's Revenue by country:

	Year ended 31st March 2021	Year ended 31st March 2020
France	37,323	148,414
Spain	8,579	75,077
Italy	8,551	36,545
Germany	16,811	106,499
United Kingdom	7,990	48,931
Others	27,918	146,296
Total revenue	**107,172**	**561,762**

The allocation of revenue by country is done on the basis of the country of the customer.

The following is an analysis of the Group's intangible assets and property, plant and equipment by country:

	31st March 2021	31st March 2020
Spain	199,869	215,951
Outside of Spain	107,537	109,431
Total Intangible assets and Property, plant and equipment	**307,406**	**325,382**

The allocation of fixed assets between countries is made based on the physical location for property, plant and equipment, and the nationality of the company that owns the intangible assets.

The amounts of fixed assets registered outside Spain correspond mainly to €100 million for the Opodo brand, owned by the British company Opodo Ltd., which value was registered in the Group as a result of a purchase price allocation by business combination.

Goodwill by country is detailed in note 15.

9. REVENUE MARGIN

The Group disaggregates revenue from contracts with customers by source of revenue, as management believe this best depicts how the nature, amount, timing and uncertainty of the Group's revenue and cash flows are affected by economic factors.

The following is a detail of the Group's Revenue Margin by source:

	Year ended 31st March 2021	Year ended 31st March 2020
Diversification revenue	63,856	277,960
Classic revenue–customer	32,961	156,497
Classic revenue–supplier	10,562	76,320
Advertising & Metasearch	3,711	17,886
Total revenue margin	**111,090**	**528,663**

The decrease in Revenue Margin in the year ended 31st March 2021 is related to the impact of COVID-19 (see note 3).

This split of Revenue Margin by source is similar at the level of each segment.

See definitions of the Group's types of Revenue Margin by source in section C4. Glossary of definitions.

10. PERSONNEL EXPENSES

10.1. Personnel expenses

	Year ended 31st March 2021	Year ended 31st March 2020
Wages and salaries	(30,944)	(34,529)
Social security costs	(10,535)	(13,404)
Other employee expenses (including pension costs)	(167)	(641)
Adjusted personnel exp. (including share-based compensation)	(6,137)	(7,463)
Total personnel expenses	**(47,783)**	**(56,037)**

The decrease in wages and salaries expense and social security costs is mainly related to the temporary reduction of working hours (see note 2.1).

For the year ended 31st March 2021, adjusted personnel expenses mainly relate to the share-based compensation of €6.1 million (€3.0 million in the year ended 31st March 2020), see notes 24.1 and 24.2.

See definition of adjusted items in section C4. Glossary of definitions.

10.2. Number of employees

The average number of employees and the number of employees by category of the Group is as follows:

Average headcount

	Year ended 31st March 2021	Year ended 31st March 2020
Key management	9	9
Other senior management	38	36
People managers	161	190
Individual contributor	799	856
Individual contributor–call center	2	156
Total average number of employees	**1,009**	**1,247**

Headcount at the end of the period

	31st March 2021			31st March 2020		
	Female	Male	Total	Female	Male	Total
Key management	1	8	**9**	1	8	**9**
Other senior management	9	26	**35**	11	22	**33**
People managers	60	91	**151**	62	105	**167**
Individual contributor	315	422	**737**	340	524	**864**
Individual contributor–call center	—	—	**—**	42	16	**58**
Total number of employees	**385**	**547**	**932**	**456**	**675**	**1,131**

During the year ended 31st March 2021, the Group did not restructure any of its workforce. The main underlying factors for the decrease in employees from 1,131 to 932 are the departures of certain employees effective at the beginning of the year ended 31st March 2021, related to the operational optimization plan carried out in the year ended 31st March 2020, and the natural turnover of employees.

During the year ended 31st March 2021, the average number of employees with disability of 33% or more is 4 individual contributors (average of 3 individual contributors for the year ended 31st March 2020).

11. DEPRECIATION AND AMORTIZATION

	Year ended 31st March 2021	Year ended 31st March 2020
Depreciation of property, plant and equipment	(4,208)	(5,100)
Amortization of intangible assets	(31,145)	(29,425)
Total depreciation and amortization	**(35,353)**	**(34,525)**
Impairment of property, plant and equipment	(3)	—
Impairment of intangible assets	(6,430)	(9,735)
Impairment of goodwill	(24,147)	(65,182)
Total impairment	**(30,580)**	**(74,917)**
Loss on disposal of assets	—	(447)
Loss on disposal of investments	—	(43)
Total gain or loss arising from assets disposal	**—**	**(490)**

Depreciation of property, plant and equipment includes depreciation on right of use office leases under IFRS 16 Leases for €1.9 million in the year ended 31st March 2021 (€2.2 million in the year ended 31st March 2020).

Amortization of intangible assets primarily relates to the capitalized IT projects as well as the intangible assets identified through purchase price allocation.

Impairment of intangible assets in the years ended 31st March 2021 and 31st March 2020 corresponds mainly to the impairment on the brands of Go Voyages and Travellink (see notes 16 and 19).

Impairment of goodwill in the year ended 31st March 2021 corresponds to the impairment on the goodwill of France and Nordics (see note 18). In the year ended 31st March 2020 the impairment of goodwill corresponded to the impairment on the goodwill of France, Italy, Nordics and Metasearch (see note 18).

12. OTHER OPERATING EXPENSES

	Year ended 31st March 2021	Year ended 31st March 2020
Marketing and other operating expenses	(90,560)	(344,648)
Professional fees	(4,504)	(7,082)
IT expenses	(8,598)	(9,873)
Rent charges	(1,039)	(1,198)
Taxes	(276)	(591)
Foreign exchange gains / (losses)	(4,042)	810
Adjusted operating expenses	(721)	(6,933)
Total other operating expenses	**(109,740)**	**(369,515)**

Marketing expenses consist of customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns), commissions due to agents and white label partners.

Other operating expenses included in “Marketing and other operating expenses” primarily consist of credit card processing costs, chargebacks on fraudulent transactions, GDS search costs and fees paid to our outsourcing service providers, such as call centers. A large portion of these expenses is variable costs, directly related to volume of Bookings or transactions processed.

The decrease in Marketing and other operating expenses in the year ended 31st March 2021 is related to the impact of COVID-19 (see note 3).

Professional fees consist of external services such as consulting, recruitment, legal and tax advisors, etc. The decrease in the year ended 31st March 2021 is related to the cost-saving measures implemented in response to the impact of COVID-19 (see note 3).

IT expenses mainly consist of technology maintenance charges and hosting expenses.

In the year ended 31st March 2020, adjusted operating expenses corresponded mainly to the €4.5 million of expenses with certain suppliers linked with the Operational optimization plan. See definition of adjusted items in section C4. Glossary of definitions.

12. OTHER OPERATING EXPENSES (Continued)

Foreign exchange gains / (losses) mainly relate to the impact of the fluctuations on the foreign exchange rates for trade receivables and trade payables in currencies other than the Euro.

13. FINANCIAL INCOME AND EXPENSE

	Year ended 31st March 2021	Year ended 31st March 2020
Interest expense on 2023 Notes	(23,375)	(23,375)
Interest expense on SSRCF	(1,969)	(133)
Interest expense on Government sponsored loan	(307)	—
Effective interest rate impact on debt	(2,126)	(1,840)
Interest expense on debt	**(27,777)**	**(25,348)**
Foreign exchange gains / (losses)	1,737	(2,320)
Interest expense on lease liabilities	(94)	(170)
Other financial expense	(1,612)	(2,013)
Other financial income	54	22
Other financial result	**85**	**(4,481)**
Total financial result	**(27,692)**	**(29,829)**

The interest expense on the 2023 Notes corresponds to 5.5% interest rate on the €425 million principal of the Notes, that is payable semi-annually in arrears.

As mentioned in note 3, the Group has access to funding from its €175 million SSRCF to manage the liquidity requirements of its operations. As explained in note 25, €60 million from the SSRCF have been converted to credit facilities ancillary to the SSRCF with certain Banks.

The interest expense on SSRCF accrued during the year ended 31st March 2021 is €1,969 thousand (€133 thousand during the year ended 31st March 2020). The increase is due to the higher utilization of the SSRCF during the year, related to the impact of COVID-19 (see note 3).

Interests on the use of the credit facilities ancillary to the SSRCF (see note 25) have been classified in "other financial expense" and amount to €52 thousand during the year ended 31st March 2021 (€105 thousand during the year ended 31st March 2020).

Other financial expense mainly includes agency fees and commitment fees related to the SSRCF.

On 30th June 2020, the Group signed a syndicated loan of €15 million due 2023 (the "Government sponsored loan"), guaranteed by the Spanish Official Credit Institute (see note 2.3). The interest expense accrued during the year ended 31st March 2021 is €307 thousand.

Foreign exchange gains/ (losses) relate mainly to the impact of the fluctuations on the foreign exchange rates for cash and cash equivalents that we have in currencies other than euros.

14. INCOME TAX

At 31st March 2021, the Group applies income tax consolidation in the following countries:

- Spain
- United States (US)
- France

The Spanish tax group headed by eDreams ODIGEO, S.A. includes the following Spanish subsidiaries:

- Vacaciones eDreams, S.L.
- eDreams, Inc.
- eDreams International Network, S.L.
- Opodo, S.L.

14. INCOME TAX (Continued)

- eDreams Business Travel, S.L.
- Traveltising, S.A.
- Tierrabella Invest, S.L.
- Engrande, S.L.

On 10th March 2021, eDreams ODIGEO, S.A. transferred its registered office from Luxembourg to Spain (the "migration", see note 1).

The US tax consolidation headed by eDreams, Inc. includes the following subsidiaries:

- Vacaciones eDreams, S.L.
- eDreams International Network, S.L.
- Viagens eDreams Portugal–Agência de Viagens, Lda.
- eDreams, S.R.L.

The French tax group headed by Go Voyages, S.A.S. includes the following French subsidiaries:

- Go Voyages Trade, S.A.S.
- Liligo Metasearch Technologies, S.A.S.

Being part of a tax group (or in the case of the US: being a disregarded subsidiary) means that the individual income tax credits and debits are integrated at the level of the controlling company and therefore the subsidiary companies settle their income tax with the head of the tax group.

The subsidiaries that are not included in a tax group pay income tax on a standalone basis to the tax authorities.

As at the effective date of the transfer of the Company's migration, the Company ceased to be a Luxembourgish company and became a Spanish company and tax payer. As a result of the migration, the Company's Luxembourgish tax losses carried forward forfeited, whereas its recapture obligation was terminated. This does not have any impact on the consolidated income statement for the year ended 31st March 2021 as no deferred tax asset for its net tax losses carried forward was recognized in the Group's consolidated balance sheet as at 31st March 2020. Further, as a result of the migration the Company's taxable profits are consolidated within the Spanish tax group with effect of the first day of the year ended 31st March 2021.

14.1. Income tax recognized in profit or loss

	Year ended 31st March 2021	Year ended 31st March 2020
Recognition of tax losses carried forward and US Foreign Tax Credits	19,799	1,498
Utilization of tax losses carried forward previously recognized	—	(3,236)
Recognition of previously written off US Foreign Tax Credit	—	9,710
Derecognition of tax losses carried forward	(2,219)	(1,424)
Change in deferred tax due to rate change	(1,600)	—
Other deferred tax expense	(3,242)	(631)
Deferred tax	**12,738**	**5,917**
Current tax expense of the period	383	(9,037)
Tax credits	1,084	932
Adjustments recognized in the period for current tax of prior periods	207	743
Current tax	**1,674**	**(7,362)**
Total income tax	**14,412**	**(1,445)**

14.2. Income tax recognized directly in other comprehensive income

No income tax has been recognized directly in other comprehensive income in the years ended 31st March 2021 and 31st March 2020.

14. INCOME TAX (Continued)

14.3. Analysis of tax charge

	Year ended 31st March 2021	Year ended 31st March 2020
Profit / (loss) for the year from continuing operations after tax	(124,229)	(40,523)
Income tax expense	14,412	(1,445)
Profit / (loss) before tax	**(138,641)**	**(39,078)**
Non-deductible goodwill impairment (see note 18)	24,147	65,182
Disallowed expenses and others	9,830	9,964
Permanent differences	**33,977**	**75,146**
Tax basis profit	**(104,664)**	**36,068**
% Income tax rate	25.00%	24.94%
Expected tax charge expense	**26,166**	**(8,995)**
Impact of tax rate differences with Parent tax rate	67	1,139
Recognition of previously written off US Foreign Tax Credits	—	9,710
Derecognition of tax losses carried forward	(2,219)	(1,424)
Current year losses for which no deferred tax asset has been recognized	(9,403)	(2,294)
Utilization of tax losses not recognized	—	626
Change in deferred tax due to rate change	(1,600)	—
Tax credits	1,084	932
Others	317	(1,139)
Sum of corrections of tax expense	**(11,754)**	**7,550**
Group tax charge income / (expense)	**14,412**	**(1,445)**

The above table contains the reconciliation between (a) the expected (theoretical) tax expense on the "tax base" (which is the profit before tax plus or minus the permanent differences, such as disallowed expenses, impairment, etc.) based on the corporate tax rate applicable in the country where the Company is resident (the 25% Spanish income tax rate for the year ended 31st March 2021 and the 24.94% Luxembourg income tax rate for the year ended 31st March 2020) and (b) group tax expense.

"Disallowed expenses" for the years ended 31st March 2021 and 31st March 2020 relate primarily to the effect of non-deductible interest expenses under the legislation of certain countries, such as France.

The line "Impact of tax rate differences with Parent tax rate" corresponds to the difference between (a) the tax base of each Group company multiplied by the local tax rate applicable to each company, and (b) the tax base of each Group company multiplied by the tax rate of the Group's parent company.

As at 31st March 2020, the Group recognized a deferred tax liability for the Opodo brand based on the UK income tax rate. As the ownership of the Opodo brand will gradually pass-on to the Spanish company over a period of 5 years in connection with the reorganization of the UK company's activities (see note 2.6), the tax rate against which the deferred tax liability will ultimately be recognized will gradually increase to the 25% Spanish income tax rate in five consecutive steps. Therefore, the Company recognized a first increase of its deferred tax liability amounting to €1.6 million in the year ended 31st March 2021 (shown in the previous tables as "Change in deferred tax due to rate change").

14.4. Current tax assets and liabilities

	31st March 2021	31st March 2020
Income tax receivable	4,688	3,312
Other tax receivables (other than income tax)	2,454	4,256
Current tax assets	**7,142**	**7,568**
Income tax payable	(132)	(943)
Other tax payables (other than income tax)	(2,760)	(2,530)
Current tax liabilities	**(2,892)**	**(3,473)**

14. INCOME TAX (Continued)

14.5. Deferred tax balances

	31st March 2021	31st March 2020
Deferred tax assets	6,449	1,585
Deferred tax liabilities	(19,584)	(32,465)
Net	**(13,135)**	**(30,880)**

As explained in note 5.12, the Group offsets deferred tax assets and liabilities if there is a legally enforceable right to set off the amounts recognized and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority.

The recognition of a deferred tax asset is based on the Group's opinion on the recoverability of the value of such asset, which, in the case of a deferred tax asset for tax losses, is based on the taxable profits forecast over a maximum period of 10 years. While there is some uncertainty as to whether the forecast taxable earnings will turn out to be correct, the Group's view is that it takes a prudent position by taking the same amount of earnings as used for the impairment test of its Cash Generating Units for the first 5 years projected and a growth of 1.5% for all subsequent periods based on external sources.

The following table shows the breakdown of the deferred tax balance as at 31st March 2021 per country:

	Tax losses carried forward and US FTC	Other deferred tax	Total
United States	9,972	(15,603)	(5,631)
Spain	21,033	(25,391)	(4,358)
Italy	—	1,387	1,387
France	—	(339)	(339)
Portugal	—	5,062	5,062
United Kingdom	1,270	(10,291)	(9,021)
Australia	—	(235)	(235)
Total	**32,275**	**(45,410)**	**(13,135)**

The following table contains the movement of deferred tax assets / liabilities presented in the consolidated financial statements for the year ended 31st March 2021. Other deferred tax mainly includes the deferred tax liabilities related to the fair value adjustments of intangible assets in connection with a business combination:

	31st March 2020	Amounts recorded in Profit and Loss	Amounts recorded in Retained Earnings	FX variation	Others	31st March 2021
Tax losses carried forward and US FTC	14,697	17,578	—	—	—	32,275
Other deferred tax	(45,577)	(4,840)	284	61	4,662	(45,410)
Total deferred tax asset / (liability)	**(30,880)**	**12,738**	**284**	**61**	**4,662**	**(13,135)**

The €4.7 million in Other movements of "Other deferred tax" relates to the advance payment of Portuguese tax of €5.1 million, offset by €0.4 million collected from the Spanish tax authorities in relation to an appeal against a tax assessment. The Group has submitted an administrative claim against this assessment with the Portuguese tax authorities which is currently pending (see note 31.4). The Group expects a favourable decision and, therefore, has recognized the amount paid as an asset in the consolidated statement of financial position as at 31st March 2021.

The €0.3 million in "Amounts recorded in retained earnings" corresponds to the tax impact of a correction from previous years booked against retained earnings (see note 23.4).

14. INCOME TAX (Continued)

	31st March 2019	Amounts recorded in Profit and Loss	Change in accounting policy	FX variation	Others	31st March 2020
Tax losses carried forward and US FTC	8,148	6,549	—	—	—	14,697
Other deferred tax	(44,362)	(632)	(2,300)	(42)	1,759	(45,577)
Total deferred tax asset /(liability)	**(36,214)**	**5,917**	**(2,300)**	**(42)**	**1,759**	**(30,880)**

As explained in note 4.2, the Group adopted IFRIC 23 in the year ended 31st March 2020 and reclassified uncertain tax liabilities and uncertain tax assets from "Provisions" and "Non-current financial assets" into "Deferred tax assets" and "Deferred tax liabilities" for an amount of €0.4 million and €2.7 million, respectively.

The €1.8 million Other movements of "Other deferred tax" in the year ended 31st March 2020 concerns an advance payment of Italian withholding tax. The Company has appealed against the assessment of withholding tax with the court and expects a favourable decision. Therefore, the Company recognized the amount paid as an asset.

The tax losses carried forward of the group which are specified in the below table can be offset against future taxable profits during an indefinite period. Note that certain countries, such as Spain, apply temporisation rules relating to the compensation of tax losses which limit the amount of tax losses which can be offset against taxable profits of a year to a certain percentage of such taxable profits.

Unused tax losses
31st March 2021

	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognized	DTA not recognized
eDreams ODIGEO, S.A. (ES)	16,285	25.00%	4,071	1,701	2,370
Go Voyages, S.A.S. (FR)	140,153	27.60%	38,682	—	38,682
Opodo Ltd. (UK)	18,357	19.00%	3,488	1,270	2,218
Travellink, A.B. (SWE)	4,062	21.40%	869	—	869
eDreams, Inc. (ES)	4,650	25.00%	1,163	1,163	—
Vacaciones eDreams, S.L. (ES)	42,362	25.00%	10,591	10,591	—
eDreams International Network, S.L. (ES)	21,553	25.00%	5,388	5,388	—
Opodo, S.L. (ES)	3,096	25.00%	774	774	—
Traveltising, S.A. (ES)	25	25.00%	6	6	—
eDreams Business Travel, S.L. (ES)	1,971	25.00%	493	97	396
Engrande, S.L. (ES)	10,549	25.00%	2,637	1,313	1,324
Tierrabella Invest, S.L. (ES)	9,160	25.00%	2,290	—	2,290
Total	**272,223**		**70,452**	**22,303**	**48,149**

As at 31st March 2021, the Group has a deferred tax asset in the balance sheet for US Foreign Tax Credits ("US FTC") amounting to €10.0 million (€11.2 million as at 31st March 2020).

The US FTC carried forward as at the 31st March 2021 may be offset against future US income tax but only in case the US income tax due for a year exceeds the US FTC of that year. US FTC generated in a year may be carried forward for a period of maximum 10 years. The US FTC as at 31st March 2021 have been generated in various years and have an average remaining carry forward period of 7 years.

In addition to the unused tax losses carried forward not recognized in the balance sheet mentioned above, Engrande, S.L. and Tierrabella Invest, S.L. also have a non-recognized deferred tax asset corresponding to the excess interest expenses carried forward amounting to €1.9 million and €4.9 million, respectively.

14. INCOME TAX (Continued)

There have been no significant changes in the income tax rates impacting the Group.

Unused tax losses
31st March 2020

	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognized	DTA not recognized
eDreams ODIGEO, S.A. (LUX)(*)	148,221	24.94%	36,966	—	36,966
Go Voyages, S.A.S. (FR)	142,086	27.60%	39,216	—	39,216
Opodo Ltd. (UK)	18,357	19.00%	3,488	3,488	—
Travellink, A.B. (SWE)	2,797	21.40%	599	—	599
eDreams Business Travel, S.L. (ES) .	1,582	25.00%	396	—	396
Engrande, S.L. (ES)	6,659	25.00%	1,665	—	1,665
Tierrabella Invest, S.L. (ES)	15,013	25.00%	3,753	—	3,753
Total	**334,715**		**86,083**	**3,488**	**82,595**

(*) excluding the Luxembourg recapture obligation.

The Company's Luxembourg tax losses, net of recapture, have forfeited as a result of the migration. No deferred tax asset had been recognized for these tax losses.

14.6. Years open for inspection by tax authorities

The Group companies may be subject to audit by the tax authorities for the years that are not statute-barred.

The oldest year for which the Group Companies have their tax returns open to inspection in respect of the main applicable taxes as at 31st March 2021 are the following:

Country	Years
Australia	2016/17
France	2017/18
Germany	2015/16
Hungary	2015/16
Italy	2016/17
Luxembourg	2015/16
Portugal	2018/19
Spain	2018/19
Sweden	2014/15
United Kingdom	2017/18
United States	2017/18 (in case of substantial omissions 2014/15)

The Group's tax contingencies and ongoing tax inspections are detailed in note 31.

15. GOODWILL

The detail of the goodwill movement by markets for the year ended 31st March 2021 is set out below:

Markets	31st March 2020	Scope entry	Exchange rate differences	Impairment	31st March 2021
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	54,586	—	4,388	—	58,974
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	4,200	—	—	—	4,200
Total gross goodwill	**863,638**	**—**	**4,388**	**—**	**868,026**
France	(101,608)	—	—	(22,073)	(123,681)
Italy	(20,013)	—	—	—	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(38,152)	—	(3,067)	(2,074)	(43,293)
Metasearch	(7,642)	—	—	—	(7,642)
Total impairment on goodwill	**(208,892)**	**—**	**(3,067)**	**(24,147)**	**(236,106)**
Total net goodwill	**654,746**	**—**	**1,321**	**(24,147)**	**631,920**

As at 31st March 2021, the amount of the goodwill corresponding to the Nordic markets has increased due to the evolution of the Euro compared to the Swedish Krona, with a balancing entry under "Foreign currency translation reserve".

Details about the impairment booked as at 31st March 2021 are included in note 18.

The detail of the goodwill movement by markets for the year ended 31st March 2020 is set out below:

Markets	31st March 2019	Scope entry	Exchange rate differences	Impairment	31st March 2020
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
Italy	58,599	—	—	—	58,599
UK	70,171	—	—	—	70,171
Germany	166,057	—	—	—	166,057
Nordics	58,068	—	(3,482)	—	54,586
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	2,474	1,726	—	—	4,200
Total gross goodwill	**865,394**	**1,726**	**(3,482)**	**—**	**863,638**
France	(71,112)	—	—	(30,496)	(101,608)
Italy	(14,512)	—	—	(5,501)	(20,013)
UK	(31,138)	—	—	—	(31,138)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(17,669)	—	1,060	(21,543)	(38,152)
Metasearch	—	—	—	(7,642)	(7,642)
Total impairment on goodwill	**(144,770)**	**—**	**1,060**	**(65,182)**	**(208,892)**
Total net goodwill	**720,624**	**1,726**	**(2,422)**	**(65,182)**	**654,746**

As at 31st March 2020, the amount of the goodwill corresponding to the Nordic markets decreased due to the evolution of the Euro compared to the functional currency of these countries, with a balancing entry under "Foreign currency translation reserve".

Additionally, at 31st March 2020 an increase in the goodwill of Connect was recognized following Waylo's acquisition (see note 32).

Details about the impairment booked as at 31st March 2020 are included in note 18.

16. OTHER INTANGIBLE ASSETS

The detail of the other intangible assets movement for the year ended 31st March 2021 is set out below:

	31st March 2020	Acquisitions amortization impairment	Disposals	Reclass	Scope entry	31st March 2021
Licenses	6,948	—	(380)	—	—	6,568
Brands	287,976	—	—	—	—	287,976
Trademarks and domains	113	—	—	(113)	—	—
Software	75,768	—	(1,930)	—	—	73,838
Software internally dev.	159,761	—	(19,272)	21,516	—	162,005
Software internally dev. in progress	1,725	21,121	—	(21,516)	—	1,330
Other intangible assets	18,554	—	(45)	113	—	18,622
Total gross value	**550,845**	**21,121**	**(21,627)**	**—**	**—**	**550,339**
Licenses	(4,187)	(2,312)	380	—	—	(6,119)
Trademarks and domains	(87)	—	—	87	—	—
Software	(61,662)	(2,011)	1,930	—	—	(61,743)
Software internally dev.	(73,402)	(27,188)	19,168	—	—	(81,422)
Other intangible assets	(15,410)	(618)	34	(87)	—	(16,081)
Total accumulated amortization	**(154,748)**	**(32,129)**	**21,512**	**—**	**—**	**(165,365)**
Brands	(70,620)	(6,315)	—	—	—	(76,935)
Software	(6,498)	—	—	—	—	(6,498)
Software internally dev.	—	(104)	104	—	—	—
Other intangible assets	(2,000)	(11)	11	—	—	(2,000)
Total accumulated impairment	**(79,118)**	**(6,430)**	**115**	**—**	**—**	**(85,433)**
Total other intangible assets	**316,979**	**(17,438)**	**—**	**—**	**—**	**299,541**

The increase in the accumulated amortization of licenses includes €1.0 million of a correction booked against retained earnings due to an error in the calculation of the amortization of a license in the previous years (see note 23.4).

Brands

	31st March 2021	31st March 2020
Go Voyages	23,091	28,742
eDreams	80,815	80,815
Opodo	100,000	100,000
Travellink	3,103	3,767
Liligo	4,032	4,032
Total	**211,041**	**217,356**

Brands correspond to the commercial names under which the Group operates, which have been acquired externally through business combination operations and their valuation comes from purchase price allocation processes.

On 6th July 2020, in relation with the new Government sponsored loan obtained (see note 2.3), the Group's subsidiary Vacaciones eDreams, S.L. constituted a real first-rate chattel mortgage right of the brand "eDreams". This mortgage guarantees full and timely compliance with all Guaranteed Obligations of the Government sponsored loan granted to the Group's subsidiary Vacaciones eDreams, S.L. for an amount up to €15 million. As at 31st March 2021, the brand "eDreams" has a book value of €80,815 thousand.

During the years ended 31st March 2021 and 31st March 2020, the Group booked an impairment on the brands of Go Voyages and Travellink for €6.3 million and €8.9 million, respectively (see note 19).

16. OTHER INTANGIBLE ASSETS (Continued)

Software internally developed and software internally developed in progress

Software internally developed and software internally developed in progress acquisitions correspond to the capitalization of the technology developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

Of the total net book value of the software and software internally developed, as at 31st March 2021, €41.0 million correspond to software from the Group's common platform with a 7-years useful life (€46.8 million as at 31st March 2020).

During the year ended 31st March 2021, the Group has recognized as personnel expenses €2.9 million of costs related to research and development (€3.0 million for the year ended 31st March 2020)

The detail of the other intangible assets movement for the year ended 31st March 2020 is set out below:

	31st March 2019	Acquisitions amortization impairment	Disposals	Reclass	Scope entry	31st March 2020
Licenses	12,258	744	(6,054)	—	—	6,948
Brands	287,976	—	—	—	—	287,976
Trademarks and domains	282	—	(169)	—	—	113
Software	68,402	—	(406)	—	7,772	75,768
Software internally dev.	118,678	7	(4,180)	45,256	—	159,761
Software internally dev. in progress	19,403	27,578	—	(45,256)	—	1,725
Other intangible assets	18,993	—	(439)	—	—	18,554
Total gross value	**525,992**	**28,329**	**(11,248)**	**—**	**7,772**	**550,845**
Licenses	(8,844)	(1,392)	6,049	—	—	(4,187)
Trademarks and domains	(256)	—	169	—	—	(87)
Software	(61,286)	(782)	406	—	—	(61,662)
Software internally dev.	(50,124)	(26,633)	3,355	—	—	(73,402)
Other intangible assets	(15,231)	(618)	439	—	—	(15,410)
Total accumulated amortization	**(135,741)**	**(29,425)**	**10,418**	**—**	**—**	**(154,748)**
Brands	(61,740)	(8,880)	—	—	—	(70,620)
Software	(6,473)	(25)	—	—	—	(6,498)
Software internally dev.	—	(830)	830	—	—	—
Other intangible assets	(2,000)	—	—	—	—	(2,000)
Total accumulated impairment	**(70,213)**	**(9,735)**	**830**	**—**	**—**	**(79,118)**
Total other intangible assets	**320,038**	**(10,831)**	**—**	**—**	**7,772**	**316,979**

The Scope entry corresponded to the software acquired upon the purchase of the TheWaylo.com ("Waylo") business (see note 32).

Fully amortized Other intangible assets

The detail of other intangible assets fully amortized and in use as at 31st March 2021 and 31st March 2020 is set out below:

	31st March 2021	31st March 2020
Licenses	4,864	380
Software	66,006	67,738
Software internally developed	16,727	10,922
Other intangible assets	15,502	15,533
Total	**103,099**	**94,573**

17. PROPERTY, PLANT AND EQUIPMENT

The detail of property, plant and equipment movement for the year ended 31st March 2021 is set out below:

	31st March 2020	Acquisitions depreciation impairment	Disposals	Reclass	Exchange rate differences	31st March 2021
Buildings–lease	7,408	3,605	(402)	—	(12)	10,599
General installations / tech facilities	2,582	7	(42)	—	(3)	2,544
Furniture	2,062	—	(147)	—	(2)	1,913
Transport	1	—	(1)	—	—	—
Computer hardware	7,959	117	(1,748)	—	—	6,328
Computer hardware–lease	6,402	—	(1,959)	—	—	4,443
Other tangible assets	19	—	—	—	—	19
Total gross value	**26,433**	**3,729**	**(4,299)**	**—**	**(17)**	**25,846**
Buildings–lease	(4,243)	(1,949)	357	—	5	(5,830)
General installations / tech facilities	(1,144)	(419)	43	—	2	(1,518)
Furniture	(1,144)	(235)	147	—	(1)	(1,233)
Transport	(1)	—	1	—	—	—
Computer hardware	(5,884)	(1,167)	1,744	—	—	(5,307)
Computer hardware–lease	(5,597)	(437)	1,959	—	—	(4,075)
Other tangible assets	(17)	(1)	—	—	—	(18)
Total accumulated depreciation	**(18,030)**	**(4,208)**	**4,251**	**—**	**6**	**(17,981)**
Total accumulated impairment	**—**	**(3)**	**3**	**—**	**—**	**—**
Total property, plant and equipment	**8,403**	**(482)**	**(45)**	**—**	**(11)**	**7,865**

The variation in buildings-lease corresponds to an increase for the extension of the lease term considered for certain offices of the Group for a €3.6 million increase in gross value (see note 25). Additionally, the Group disposed of €3.7 million of computer hardware no longer in use.

The Group has purchased insurance policies to reasonably cover the possible risks of damage to its property, plant and equipment used in operations, with suitable limits and coverage.

17. PROPERTY, PLANT AND EQUIPMENT (Continued)

The detail of property, plant and equipment movement for the year ended 31st March 2020 is set out below:

	31st March 2019	Acquisitions depreciation impairment	Disposals	Reclass	Exchange rate differences	31st March 2020
Buildings–lease	8,720	—	(1,267)	—	(45)	7,408
General installations / tech facilities	3,240	2	(651)	—	(9)	2,582
Furniture	2,358	33	(321)	—	(8)	2,062
Transport	1	—	—	—	—	1
Computer hardware	13,179	868	(6,120)	32	—	7,959
Computer hardware–lease	6,312	90	—	—	—	6,402
Other tangible assets	78	—	(27)	(32)	—	19
Total gross value	**33,888**	**993**	**(8,386)**	**—**	**(62)**	**26,433**
Buildings–lease	(2,452)	(2,232)	417	—	24	(4,243)
General installations / tech facilities	(1,159)	(310)	318	—	7	(1,144)
Furniture	(1,173)	(201)	224	—	6	(1,144)
Transport	(1)	—	—	—	—	(1)
Computer hardware	(10,527)	(1,459)	6,102	—	—	(5,884)
Computer hardware–lease	(4,703)	(894)	—	—	—	(5,597)
Other tangible assets	(25)	(4)	12	—	—	(17)
Total accumulated depreciation	**(20,040)**	**(5,100)**	**7,073**	**—**	**37**	**(18,030)**
Total accumulated impairment	**—**	**—**	**—**	**—**	**—**	**—**
Total property, plant and equipment	**13,848**	**(4,107)**	**(1,313)**	**—**	**(25)**	**8,403**

The net book value of disposals of property, plant and equipment for the year ended 31st March 2020 mainly included the transfer of the building lease of Zona Franca for €0.5 million and loss on disposal of property, plant & equipment for €0.4 million. Additionally, the Group disposed of €6.1 million of fully depreciated computer hardware no longer in use.

Fully depreciated Property, plant and equipment assets

The Group has property, plant and equipment assets that are fully depreciated and in use for a total cost of €7.0 million as at 31st March 2021 (€8.2 million as at 31st March 2020), corresponding mainly to Hardware and Hardware lease amounting to €2.8 million and €3.7 million respectively (€3.4 million and €4.2 million as at 31st March 2020, respectively).

18. IMPAIRMENT OF ASSETS

18.1. Measuring methodology

The assets are tested at the market level except Metasearch and Connect (which are their own cash generating units “CGU”), which is used by management to make decisions about operating matters and is based on segment information.

The cash-generating unit is determined as the smallest group of assets that generates cash inflows that are largely independent of the inflows produced by other assets or groups of assets. In this sense, the Group distinguishes Metasearch and Connect as two of its own cash-generating units, since they represent two different businesses of the group-Metasearch and Bedbank. Within the main business of online travel agency, the Group distinguishes between various CGUs according to the market, since each market is independent of each other in terms of the generation of cash inflows. The classification by

18. IMPAIRMENT OF ASSETS (Continued)

markets, in turn, coincides with the criteria used by management to make operational decisions (such as the launch of new services, pricing strategies or investment in marketing) and is based on information by segments.

The Group performs an impairment test on the value of the Cash Generating Units ("CGUs") annually, or in the event of an indication of impairment, in order to identify the possible existence of unrecorded impairment losses.

The procedure for carrying out the impairment test is as follows:

- A business plan, with different scenarios, is drawn up for each CGU for the next 5 years in which the main components are the projected Adjusted EBITDA, the projected investments and working capital (see definition of Adjusted EBITDA in section C4. Glossary of definitions). The main drivers behind the projection of EBITDA are Revenue Margin and Variable costs, which together result in Marginal Profit (see definition of Variable costs and Marginal Profit in section C4. Glossary of definitions). These projections include Management's best estimates, which are consistent with external information, past experience and future expectations.
- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the assets in each CGU. This calculation establishes a value which varies mainly according to the weighted projections and the discount rate for each of the CGU.

This analysis is used by Group Management to analyse both the recoverability of the goodwill and other intangible assets and property, plant and equipment belonging to each of the markets.

18.2. Main assumptions used in the financial projections

For each CGU, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC).

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each CGU and the inherent risk profile of the projected flows of each of the CGU.

WACC by CGU	Post-tax		Pre-tax	
	31st March 2021	31st March 2020	31st March 2021	31st March 2020
France	9.5%	9.5%	11.6%	11.8%
Spain	10.8%	10.8%	13.3%	13.4%
Italy	11.5%	12.3%	14.1%	15.4%
UK	10.5%	9.5%	12.5%	11.5%
Germany	8.8%	8.8%	10.7%	10.9%
Nordics	10.5%	10.0%	12.5%	12.3%
Other countries	10.5%	10.8%	12.8%	13.4%
Metasearch	9.5%	9.5%	12.1%	11.6%
Connect	9.8%	10.0%	12.0%	12.0%

The WACC applied by the Group is generally in line with the previous year, as there has been a general increase in the beta, offset by a decrease in the country risk premiums and the risk free rates.

In the case of Italy, the WACC has decreased from 12.3% to 11.5% post-tax, coming mainly from the fact that as at 31st March 2020 the risk-free rate in Italy was higher as the country was more significantly impacted by COVID-19.

In the case of the UK, the WACC has increased from 9.5% to 10.5% post-tax, due to the higher risk-free rate and higher country risk premium mainly related to Brexit.

In the case of Nordics, the WACC has increased from 10.0% to 10.5% post-tax, due to an increase in the risk free rate in these countries.

18. IMPAIRMENT OF ASSETS (Continued)

In calculating the value of the assets in each different market, the following parameters have been considered:

- Given the uncertainty related to the COVID-19 pandemic, Group Management has prepared 3 different scenarios of projections, depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery (see note 3).
- In the first year, Adjusted EBITDA was projected using the budget for the year ended 31st March 2022 approved by the Board of Directors (see definition of Adjusted EBITDA in section C4. Glossary of definitions).
- In the four following years, a scenario of profitability and needs for investment in intangible assets and working capital that is consistent and sustainable in the long-term for each CGU was projected.
- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% for France, Spain, Italy, Germany, United Kingdom and Nordics, and 1.6% for Other markets, Metasearch and Connect (1.5% and 1.6% respectively in the previous year).
- Capital expenditure level is in line with the fact that the business model is not CAPEX intensive. These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2022.

CGU Revenue Margin projections have decreased compared to last year as we expect COVID-19 to have a longer impact than expected last year at the moment of the impairment test. This is offset by lower variable costs due to our high variable costs structure.

The variations differ by CGU: we expect better performance in the next years in UK and in Italy due to improvement in the product proposition in these countries. However, we expect lower performance in Germany and Nordics due to higher competitive pressure added to the effect of COVID-19.

18.3. Conclusion on the analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 18.1 and 18.2 respectively above, and due to the updated projections as a consequence of COVID-19 (see note 3), the carrying amount of the goodwill related to certain CGU has been impaired.

The following table shows the gross value in books and net value in books of operating assets for every cash generating unit, the recoverable amount calculated for each CGU (value in use), the impairment recognized in the current year and the amount by which the CGU's recoverable amount exceeds its carrying amount.

31st March 2021

CGU	Gross value of operating assets	Net value of operating assets	Value in use	Impairment increase	Exceeding amount (headroom)
France	525,665	351,718	329,645	(22,073)	—
Spain	58,024	58,024	90,991	—	32,967
Italy	80,508	60,495	75,836	—	15,341
UK	73,688	42,550	50,950	—	8,400
Germany	191,487	181,148	259,255	—	78,107
Nordics	65,268	18,615	16,541	(2,074)	—
Other countries	35,193	35,193	222,009	—	186,816
Metasearch	13,677	6,035	6,285	—	250
Connect	11,714	11,714	41,639	—	29,925
Total	**1,055,224**	**765,492**	**1,093,151**	**(24,147)**	**351,806**

18. IMPAIRMENT OF ASSETS (Continued)

31st March 2020

CGU	Gross value of operating assets	Net value of operating assets	Value in use	Impairment increase	Exceeding amount (headroom)
France	545,463	407,663	377,167	(30,496)	—
Spain	66,109	66,109	111,395	—	45,286
Italy	83,427	68,915	63,414	(5,501)	—
UK	77,354	46,216	52,874	—	6,658
Germany	204,696	194,357	324,640	—	130,283
Nordics	63,865	42,068	20,525	(21,543)	—
Other countries	54,584	54,584	230,247	—	175,663
Metasearch	14,604	14,604	6,962	(7,642)	—
Connect	11,516	11,516	51,419	—	39,903
Total	**1,121,618**	**906,032**	**1,238,643**	**(65,182)**	**397,793**

For the purpose of carrying out the impairment test of the CGUs, the Group distributes the value of the brands among the different CGUs based on the allocation made in the year of formation of the group (year ended 31st March 2012). This historical allocation was based on the contribution of each brand to the results of each CGU.

18.4. Sensitivity analysis on key assumptions

The Group presents below the sensitivity analysis for the CGUs where a reasonably possible change in a key assumption would cause the unit's carrying amount to exceed its recoverable amount.

The table below shows the additional impairment that would be recognized if certain changes in main assumptions had been applied:

CGU	0.5pp Increase in WACC	0.5pp Decrease in perpetual growth	10% Decrease in Marginal Profit	Change in scenario weighting(1)
France	(18,657)	(14,313)	(51,841)	(15,622)
Spain	—	—	—	—
Italy	—	—	—	—
UK	—	—	—	—
Germany	—	—	—	—
Nordics	(700)	(500)	(1,912)	(1,061)
Other countries	—	—	—	—
Metasearch	(179)	(98)	(4,390)	(1,578)
Connect	—	—	—	—
	(19,536)	**(14,911)**	**(58,143)**	**(18,261)**

(1) Change in scenario weighting means eliminating Scenario III (the most optimistic, as explained in note 3), and assigning 50% probability to each of the remaining scenarios.

The table below shows the value assigned to the assumptions of Revenue Margin and Marginal Profit as compound annual growth rates (CAGR) over the explicitly projected period (5 years):

Revenue Margin growth	Scenario I	Scenario II	Scenario III
France	29.5%	30.0%	32.0%
Nordics	27.8%	28.8%	30.7%
Metasearch	32.8%	34.3%	36.3%

Marginal Profit growth	Scenario I	Scenario II	Scenario III
France	34.0%	35.1%	35.7%
Nordics	24.2%	30.4%	31.3%
Metasearch	26.5%	28.5%	29.9%

18. IMPAIRMENT OF ASSETS (Continued)

Scenarios I, II and III have been weighted at 25%, 60% and 15%, respectively.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 18.2.

19. IMPAIRMENT OF BRANDS

19.1. Measuring methodology

The brands, which have indefinite lives, have been tested for impairment together with the rest of CGU assets (see note 18) as well as separately brand by brand.

The Group carries out a specific impairment test for brands to determine whether any of them could have seen their value impaired at the individual level, regardless of whether or not there was impairment at the level of the cash-generating unit to which it has been assigned. It should be noted that certain Group brands are focused on one market (Go Voyages and Liligo in France, and Travellink in Nordics), while others (eDreams and Opodo) are multi-market.

The Group considers that the fair value of the brands can be determined independently from the rest of the assets and for each one of them, since they generate income comparable to that generated by a licensed brand, which can be separated from the rest of the assets. The calculation of said fair value is made based on the royalty income that each brand would generate according to its projected income margin.

The Group performs an impairment test on the value of the brands annually, or in the event of an indication of impairment, in order to identify the possible existence of unrecorded impairment losses.

The procedure for carrying out the impairment test is as follows:

- A business plan, with different scenarios, is drawn up for each brand for the next 5 years in which the main component is the Revenue Margin that will be generated by each brand. These revenue projections are multiplied by a royalty rate to obtain the revenue corresponding to the brands. These projections include Management's best estimates, which are consistent with external information, past experience and future expectations.
- A valuation analysis is carried out, which consists of applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the brands.

This analysis is used by Group Management to analyze the recoverability of the brands.

19.2. Main assumptions used in the financial projections

For each brand, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC). The WACC has been calculated on a market basis (see note 18.2) and applied a weighted average according to the contribution of each market in each brand in the current year.

In calculating the value of each brand, the following parameters have been considered:

- Given the uncertainty related to the COVID-19 pandemic, Group Management has prepared 3 different scenarios of projections, depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery (see note 3).
- In the first year, Revenue Margin was projected using the budget for the year ended 31st March 2022 approved by the Board of Directors. See definition of Adjusted EBITDA in section C4. Glossary of definitions.
- In the four following years, a scenario of evolution of volumes and margins has been considered based on the strategy of the Group and previous experience.
- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5%.
- Royalty rates have been set to 6.5%, except for the Travellink brand that has a 4.0% royalty rate.

These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for the year ended 31st March 2022.

19. IMPAIRMENT OF BRANDS (Continued)

	Post-tax		Pre-tax	
	31st March 2021	31st March 2020	31st March 2021	31st March 2020
Go Voyages	9.5%	9.5%	12.2%	12.1%
eDreams	10.3%	10.7%	13.1%	13.6%
Opodo	9.4%	9.3%	11.9%	11.9%
Travellink	10.5%	10.0%	13.5%	12.9%
Liligo	9.5%	9.5%	12.3%	12.3%

The WACC applied by the Group is generally in line with the previous year, as there has been a general increase in the beta, offset by a decrease in the country risk premiums and the risk-free rates (see note 18.2).

The Revenue Margin projections by Brand have decreased compared to last year because we expect COVID-19 to have a longer impact than expected last year at the moment of the impairment test.

19.3. Conclusion on the analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 19.1 and 19.2 respectively above, and due to the updated projections as a consequence of COVID-19 (see note 3), the carrying amount of certain brands has been impaired.

The table below shows the gross value in books and net value in books of each brand, the recoverable amount calculated for each brand (value in use), the impairment recognized in the current year and the amount by which the brand's recoverable amount exceeds its carrying amount:

31st March 2021

Brands	Gross value of brands	Net value of brands	Value in use	Impairment increase	Exceeding amount (headroom)
Go Voyages	95,430	28,742	23,091	(5,651)	—
eDreams	80,815	80,815	134,303	—	53,488
Opodo	100,000	100,000	124,344	—	24,344
Travellink	7,699	3,767	3,103	(664)	—
Liligo	4,032	4,032	6,909	—	2,877
	287,976	**217,356**	**291,750**	**(6,315)**	**80,709**

31st March 2020

Brands	Gross value of brands	Net value of brands	Value in use	Impairment increase	Exceeding amount (headroom)
Go Voyages	95,430	33,690	28,742	(4,948)	—
eDreams	80,815	80,815	155,649	—	74,834
Opodo	100,000	100,000	160,161	—	60,161
Travellink	7,699	7,699	3,767	(3,932)	—
Liligo	4,032	4,032	4,737	—	705
	287,976	**226,236**	**353,056**	**(8,880)**	**135,700**

19.4. Sensitivity analysis on key assumptions

The Group presents below the sensitivity analysis for the brands where a reasonably possible change in a key assumption would cause the unit's carrying amount to exceed its recoverable amount.

The table below shows the additional impairment that would be recognized if certain changes in main assumptions had been applied:

19. IMPAIRMENT OF BRANDS (Continued)

Brands	0.5pp Increase in WACC	0.5pp Decrease in perpetual growth	5% Decrease in Revenue Margin	1pp Decrease in Royalty Rate	Change in scenario weighting[1]
Go Voyages . .	(1,357)	(1,042)	(1,155)	(3,552)	(660)
eDreams	—	—	—	—	—
Opodo	—	—	—	—	—
Travellink . . .	(164)	(122)	(155)	(776)	(106)
Liligo	—	—	—	—	—
	(1,521)	**(1,164)**	**(1,310)**	**(4,328)**	**(766)**

(1) Change in scenario weighting means eliminating Scenario III (the most optimistic, as explained in note 3), and assigning 50% probability to each of the remaining scenarios.

The table below shows the value assigned to the assumptions of Revenue Margin as compound annual growth rates (CAGR) over the explicitly projected period (5 years):

Revenue Margin growth	Scenario I	Scenario II	Scenario III
Go Voyages	30.9%	31.5%	33.5%
Travellink	26.8%	27.7%	29.7%

Scenarios I, II, and III have been weighted at 25%, 60%, and 15% respectively.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 19.2.

20. NON-CURRENT FINANCIAL ASSETS

	31st March 2021	31st March 2020
Non-current deposits and guarantees	2,192	2,235
Other non-current assets	7	362
Non-current financial assets	**2,199**	**2,597**

As at 31st March 2020, other non-current assets included a receivable with the Italian Authorities for fines paid in excess to the Italian consumer protection authority (AGCM). This amount has been written off during the year ended 31st March 2021 (see note 31.5).

21. TRADE AND OTHER RECEIVABLES

21.1. Trade receivables

The trade receivables from contracts with customers as at 31st March 2021 and 31st March 2020:

	31st March 2021	31st March 2020
Trade receivables	9,518	23,848
Accrued income	14,110	42,662
Impairment loss on trade receivables and accrued income	(6,345)	(8,331)
Provision for Booking cancellation	(2,092)	(10,182)
Trade related deferred expenses	42	805
Total trade receivables	**15,233**	**48,802**

The decrease in trade receivables and accrued income as at 31st March 2021 is mainly due to the reduction in volumes linked with COVID-19 (see note 3).

Provision for Booking cancellation is calculated to cover the risk of loss on GDS incentives or supplier commissions in the case of cancellation of Bookings made prior to the reporting closing date with future departure date.

21. TRADE AND OTHER RECEIVABLES (Continued)

The table below shows the detail of the provision for Booking cancellation and the percentages of risk that have been applied to the basis of GDS incentives and supplied commissions subject to cancellation:

	31st March 2021		31st March 2020	
	Provision for Booking cancellation	Percentage applied	Provision for Booking cancellation	Percentage applied
GDS Incentives	**(315)**	**17%**	**(5,655)**	**70%**
Hotel supplier commissions	(1,610)	40%	(3,353)	48%
Car rental supplier commissions	(167)	28%	(1,174)	48%
Total	**(2,092)**		**(10,182)**	

The decrease in provision for Booking cancellation is mainly due to the utilization of the provision booked in the previous year related to COVID-19 cancellations (see note 3), as well as the decrease of volumes and lower risk percentages applied.

As at 31st March 2020 the accrued income on supplier commission was mainly related to Bookings with departure date from April 2020 onward. Travel restrictions were very strict in our main markets during the calendar year 2020 especially in April, May and June. From April 2021 onward, the Group expects a progressive reduction of travel restrictions during the year ended 31st March 2022 driven by progress in vaccination and reduction of COVID-19 cases in the main markets where the Group operates.

The risk percentages applied are also directly related to customer behaviour and specificities of the product the Group is intermediating. For hotels and cars services, our suppliers commonly offer to customers cancellation up to check-in or pick-up date. In the case of flights, usually airlines don't offer this level of flexibility regarding cancellation.

The percentages applied for the provision for Booking cancellation for GDS Incentives, Hotel supplier commissions and Car rental supplier commissions pre-COVID-19 were approximately 0%, 11% and 13% respectively (December 2019 reference period).

21.2. Valuation allowance

An impairment analysis of trade receivables and accrued income has been performed at year-end using a provision matrix by type of customer, to measure expected credit losses. The provision for Booking cancellation has been deducted from the accrued income amounts for the impairment estimation.

A single methodology has been adopted to establish this provision matrix by type of customer. The different percentages of risk have been calculated based on the weight of all invoices still overdue after a certain period of time, out of the gross amount of invoices issued, by month. This statistic database provides a reasonable expectation of the successful percentage of recovery of the overdue balances.

Movements in the valuation allowance are as follows:

	Year ended 31st March 2021	Year ended 31st March 2020
Valuation allowance opening balance	(8,331)	(6,014)
(Increase) / decrease in impairment losses	1,417	(2,428)
Amount written off as uncollectible	569	111
Valuation allowance closing balance	**(6,345)**	**(8,331)**

The decrease in impairment losses in the year ended 31st March 2021, is driven by the significant decrease in trade receivables as a consequence of the drop in volume of Bookings in the context of the COVID-19 crisis (see note 3).

21. TRADE AND OTHER RECEIVABLES (Continued)

The table below shows the impairment by type of customer:

	31st March 2021		31st March 2020	
	Trade receivables	Impairment	Trade receivables	Impairment
Commissions, BtB incentives and advertising revenue	19,012	(4,932)	44,183	(6,876)
Metasearch customers	1,833	(1,347)	3,361	(1,255)
Leisure customers & Global Distribution System (GDS)	691	(66)	8,784	(200)
Total trade receivables	**21,536**	**(6,345)**	**56,328**	**(8,331)**

The tables below shows the credit risk exposure for the Group's two main types of customers:

Commissions, BtB incentives and advertising revenue

	31st March 2021		31st March 2020	
	Trade receivables	Impairment	Trade receivables	Impairment
Accrued income & provision for Booking cancellation	10,202	(146)	31,714	(691)
Amount invoiced not overdue	2,350	(39)	4,617	(108)
Less than 60 days	847	(47)	2,757	(118)
Between 60 and 120 days	476	(40)	394	(21)
Between 120 and 240 days	278	(37)	304	(25)
Between 240 and 365 days	610	(149)	113	(17)
More than 365 days	484	(200)	2,101	(728)
Bankruptcy & other non-recoverability risk	3,765	(3,765)	2,183	(2,183)
Additional risk high	—	(276)	—	(1,376)
Additional risk medium	—	(163)	—	(1,176)
Additional risk low	—	(70)	—	(433)
Total	**19,012**	**(4,932)**	**44,183**	**(6,876)**

Metasearch customers

	31st March 2021		31st March 2020	
	Trade receivables	Impairment	Trade receivables	Impairment
Accrued income	168	(4)	539	(16)
Amount invoiced not overdue	166	(5)	1,008	(29)
Less than 90 days	21	(1)	172	(5)
Between 90 to 120 days	8	(1)	9	(1)
Between 120 to 150 days	12	(3)	15	(3)
Between 150 days to 180 days	8	(3)	34	(11)
Between 180 days to 210 days	40	(18)	47	(20)
Between 210 days to 240 days	—	—	4	(2)
More than 240 days	262	(153)	1,109	(586)
Bankruptcy & other non-recoverability risk	1,148	(1,148)	424	(424)
Additional risk high	—	(11)	—	(137)
Additional risk medium	—	—	—	(21)
Additional risk low	—	—	—	—
Total	**1,833**	**(1,347)**	**3,361**	**(1,255)**

Due to the COVID-19 (see note 3), the Group has considered an additional risk for some customers shown in the tables above as Additional risk high, Additional risk medium and Additional risk low, for a total amount of €0.5 million (€3.1 million as at 31st March 2020). The percentage of risk applied is the result of a deep analysis carried out by customer (see note 4.3).

21. TRADE AND OTHER RECEIVABLES (Continued)

The line Bankruptcy & other non-recoverability risk includes all invoices fully impaired as the customer is going into insolvency proceedings or if the invoices are overdue for a significant period. In the year ended 31st March 2021 the Group considered a limit of overdue more than 2 years.

The Group has two other types of customers, Leisure customers and Global Distribution System ("GDS"). For Leisure customers, as we collect the amount due at the time of the Booking, the Group considers there is no risk of credit loss. No additional risk linked with COVID-19 has been estimated. For GDS, the risk analysis has led to the same conclusion, therefore no additional risk linked with COVID-19 has been estimated.

As at 31st March 2021, the amount invoiced not overdue yet for these types of customers is €0.7 million and the impairment booked is €0.1 million.

As at 31st March 2020, the amount invoiced not overdue yet for these types of customers was €8.8 million and the impairment booked was €0.2 million.

The Group has no collateral or other credit enhancements over its trade receivables.

21.3. Other receivables

	31st March 2021	31st March 2020
Advances given–trade related	1,366	5,378
Other receivables	435	1,024
Prepayments	1,956	2,948
Total other receivables	**3,757**	**9,350**

The decrease in advances given-trade related as at 31st March 2021 is mainly due to the reduction in volumes linked with COVID-19 (see note 3).

22. CASH AND CASH EQUIVALENTS

	31st March 2021	31st March 2020
Cash and other cash equivalents	12,138	83,337
Total cash and cash equivalents	**12,138**	**83,337**

The Group has no restricted cash.

The decrease in cash and cash equivalents as at 31st March 2021 is mainly due to the reduction in volumes linked with COVID-19 (see note 3) as well as the lower usage of our SSRCF (see note 25).

23. EQUITY

	31st March 2021	31st March 2020
Share capital	11,878	11,046
Share premium	974,512	974,512
Equity-settled share-based payments	16,475	10,373
Retained earnings and others	(606,812)	(565,694)
Treasury shares	(4,088)	(3,320)
Profit and Loss attributable to the parent company	(124,229)	(40,523)
Foreign currency translation reserve	(9,266)	(12,635)
Non-controlling interest	—	—
Total equity	**258,470**	**373,759**

23.1. Share capital

On 7th July 2020, the Board of Directors resolved to issue share capital of €831,848.70 represented by 8,318,487 ordinary shares, of €0.10 each (see note 2.4).

As a result of the new shares' issuance, the Company's share capital amounts to €11,878,153 and is represented by 118,781,530 shares with a face value of €0.10 per share.

23. EQUITY (Continued)

The significant shareholders of the Company with a percentage of share capital equal to or higher than 5% and Board members as at 31st March 2021 are the following:

	Number of shares	% Share Capital
Permira	32,011,388	26.9%
Ardian	18,720,320	15.8%
Bybrook Capital LLP	12,300,775	10.4%
Sunderland Capital Partners LP	6,371,316	5.4%
Treasury shares	8,755,738	7.4%
Total more than 5%	**78,159,537**	
Board members	2,366,748	2.0%
Others below 5%	38,255,245	32.2%
Total Company	**118,781,530**	

During the years ended 31st March 2021 and 31st March 2020, the Group did not carry out any significant transactions with its shareholders other than those mentioned in note 30.

The Company's shares are admitted to official listing on the Spanish Stock Exchanges.

23.2. Share premium

The share premium account may be used to provide for the payment of any shares, which the Company may repurchase from its shareholders, to offset any net realized losses, to make distributions to the shareholders in the form of a dividend or to allocate funds to the legal reserve.

23.3. Equity-settled share-based payments

The amount recognized under "equity-settled share-based payments" in the consolidated balance sheet at 31st March 2021 and 31st March 2020 arose as a result of the Long-Term Incentive plans given to the employees.

As at 31st March 2021, the only Long-Term Incentive plans currently granted to employees are the 2016 LTIP and the 2019 LTIP detailed in note 24.1 and 24.2, respectively.

23.4. Retained earnings and others

During the year ended 31st March 2021, the Group has booked a correction of previous years against retained earnings for an amount of €0.5 million, corresponding mainly to an adjustment of an error in the calculation of the amortization of a license in the previous years for €1.0 million (see note 16), net of its tax impact for €0.3 million (see note 14.5).

23.5. Treasury shares

	Number of shares	Thousand of euros
Treasury shares at 31st March 2019	—	—
Acquisitions	1,932,432	6,811
Disposals	(497,778)	(1,865)
Delivered to employees	(353,188)	(1,626)
Treasury shares at 31st March 2020	**1,081,466**	**3,320**
Issue of new shares	8,318,487	832
Delivered to employees	(644,215)	(64)
Treasury shares at 31st March 2021	**8,755,738**	**4,088**

On 29th April 2019, the Company entered into a liquidity contract with GVC Gaesco Beka, Sociedad de Valores, S.A. with the purpose of favouring the liquidity and regularity of the Company's shares quotation, within the limits established by the Company's Shareholders General Meeting and the applicable regulation. 54,298 net treasury shares have been acquired under the liquidity contract.

23. EQUITY (Continued)

On 16th December 2019, the Company resolved to implement a buy-back programme over its own shares. 1,229,611 treasury shares have been acquired under the buy-back programme.

On 26th February 2020 the Company delivered 353,188 treasury shares (see note 24.1) to the beneficiaries of the 2016 Long-term incentive plan at no cost to the beneficiaries.

During the period between 25th February 2020 and 3rd March 2020, the Company acquired a package of 150,745 additional treasury shares.

As at 31st March 2020, the Group had 1,081,466 treasury shares, carried in equity at €3.3 million, at an average historic price of €3.07 per share. These shares corresponded to acquisitions for €6.8 million and sales for €1.9 million. The transaction costs and the gains and losses on the transactions with treasury shares were booked against other reserves for €2.7 million, of which €1.1 million correspond to payments of transaction costs.

The amount included in the cash flow statement of the year ended 31st March 2020 regarding acquisition of treasury shares for €7.9 million corresponds to €6.8 million of acquired treasury shares and €1.1 million of transactions costs.

On 7th July 2020, the Board of Directors resolved to issue 8,318,487 new shares, corresponding to the maximum amount of shares available pursuant to the authorized capital included in the current Articles of Association of the Company to serve the Group's LTIPs. The subscriber of the Bonus Shares is eDreams International Network, S.L. The new shares will be held by the Group as treasury stock and therefore both the economic and political rights of the new shares will be suspended (see note 2.4).

On 25th August 2020, the Board of Directors resolved to deliver 217,516 treasury shares to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 2.5). The Group has used the new shares issued on 7th July 2020, owned by the subsidiary eDreams International Network, S.L.

On 17th November 2020, the Board of Directors resolved to deliver 216,183 treasury shares to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 2.5). The Group has used the new shares issued on 7th July 2020, owned by the subsidiary eDreams International Network, S.L.

On 19th February 2021, the Board of Directors resolved to deliver 210,516 treasury shares to the beneficiaries of the 2016 Long-Term Incentive Plan (see note 2.5). The Group has used the new shares issued on 7th July 2020, owned by the subsidiary eDreams International Network, S.L.

As at 31st March 2021, the Group had 8,755,738 treasury shares, carried in equity at €4.1 million, at an average historic price of €0.47 per share. eDreams International Network, S.L. owns 7,674,272 shares valued at €0.10 each and the remaining 1,081,466 shares are in eDreams ODIGEO, S.A. valued at €3.07 each.

The treasury shares have been fully paid.

23.6. Foreign currency translation reserve

The foreign currency translation reserve corresponds to the net amount of the exchange differences arising from the translation of the financial statements of eDreams, L.L.C., ODIGEO Hungary, Kft., GEO Travel Pacific, Pty. Ltd. and Travellink, A.B. since they are denominated in currencies other than the Euro.

24. SHARE-BASED COMPENSATION

24.1. 2016 Long-term incentive plan

On 20th July 2016, the Board of Directors decided to implement a Long-Term Incentive Plan ("2016 LTIP") for key executives and other employees of the Group with a view to incentivizing them to continue improving the Group's results and retaining and motivating key personnel.

During the year ended 31st March 2021, the Company observed that there were significant potential rights pending to be allotted under the 2016 LTIP. As a result, on 23rd March 2021, the Board of Directors agreed to extend and adjust the 2016 LTIP by creating four additional tranches and extending its duration,

24. SHARE-BASED COMPENSATION (Continued)

intending to include new individuals that previously were not beneficiaries of the 2016 LTIP and continue incentivizing and retaining its personnel. As at 31st March 2021, no rights have been granted under the four new tranches.

The 2016 LTIP lasts for eight years and vests between August 2018 and February 2026 based on financial results. The exercise price of the rights is €0.

The 2016 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

As at 31st March 2021 6,644,638 Potential Rights have been granted since the beginning of the plan under the 2016 LTIP (5,223,144 Potential Rights at 31st March 2020), of which 385,575 shares (The First Tranche, First Sub-tranche, First Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Second Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Third Delivery), 379,548 shares (The First Tranche, Second Sub-tranche, First Delivery), 364,443 shares (The First Tranche, Second Sub-tranche, Second Delivery), 353,188 shares (The First Tranche, Second Sub-tranche, Third Delivery), 217,516 shares (The Second Tranche, First Delivery), 216,183 shares (The Second Tranche, Second Delivery) and 210,516 shares (The Second Tranche, Third Delivery) had been delivered as shares in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020 and February 2021, respectively.

The movement of the Potential Rights during the years ended 31st March 2021 and 31st March 2020 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights–31st March 2019	**2,719,234**	**2,719,234**	**5,438,468**	**525,170**	**615,497**	**1,140,667**
Potential Rights forfeited–leavers	(148,662)	(148,662)	**(297,324)**	—	—	**—**
Additional Potential Rights granted	41,000	41,000	**82,000**	—	—	**—**
Shares delivered	—	—	**—**	479,746	617,433	**1,097,179**
2016 LTIP Potential Rights–31st March 2020	**2,611,572**	**2,611,572**	**5,223,144**	**1,004,916**	**1,232,930**	**2,237,846**
Potential Rights forfeited–leavers	(139,429)	(139,429)	**(278,858)**	—	—	**—**
Additional Potential Rights granted	850,176	850,176	**1,700,352**	—	—	**—**
Shares delivered	—	—	**—**	—	644,215	**644,215**
2016 LTIP Potential Rights–31st March 2021	**3,322,319**	**3,322,319**	**6,644,638**	**1,004,916**	**1,877,145**	**2,882,061**

During the year ended 31st March 2021, the Group has granted 850,176 new potential PSR rights and 850,176 new potential RSU rights. The average market value of the share used to value these rights has

24. SHARE-BASED COMPENSATION (Continued)

been €1.8 per share, corresponding to the market value of the shares as at 31st of July 2020 when most of these rights were granted. The probability of compliance with conditions as at 31st March 2021 has been estimated at 88% for PSR and 94% for RSU.

Total maximum dilution of the PSRs and RSUs would represent, if fully vested, 6.32% of the total issued share capital of the Group, over a period of 4 years, and therefore 1.58% yearly average on a fully diluted basis. The maximum dilution has not been affected by the amendment to the 2016 Plan on 23rd March 2021.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

The cost of the 2016 LTIP has been recorded in the Income Statement (Personnel expenses, see note 10.1) and against Equity (included in Equity-settled share based payments, see note 23.3), amounting to €3.7 million and €2.4 million for the years ended 31st March 2021 and 31st March 2020 respectively.

24.2. 2019 Long-term incentive plan

On 19th June 2019, the Board of Directors of the Company approved a new long-term incentive plan ("2019 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2019 LTIP is split equally between performance stock rights ("PSRs") and restricted stock units ("RSUs") subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

Performance stock rights are conditional on meeting the financial objectives established by the Company's Board of Directors with respect to the relevant period of the corresponding Tranche, provided that the Beneficiary is currently employed or has a management position in the Group during the relevant period up to the date of delivery of shares.

Restricted stock units are only conditional on the Beneficiary being currently employed or holding a management position in the Group during the relevant period up to the date of delivery of shares.

The new 2019 LTIP lasts for four years and is designed to vest around financial results publications between August 2022 and February 2026. The exercise price of the rights is €0.

As at 31st March 2021 4,268,612 Potential Rights have been granted since the beginning of the plan under the 2019 LTIP (1,609,500 Potential Rights at 31st March 2020), and no shares have been delivered.

24. SHARE-BASED COMPENSATION (Continued)

The movement of the Potential Rights during the years ended 31st March 2021 and 31st March 2020 is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2019 LTIP Potential Rights– 31st March 2019	—	—	—	—	—	—
Additional Potential Rights granted	804,750	804,750	**1,609,500**	—	—	—
Shares delivered	—	—	—	—	—	—
2019 LTIP Potential Rights– 31st March 2020	804,750	804,750	**1,609,500**	—	—	—
Potential Rights forfeited–leavers	(137,644)	(137,644)	**(275,288)**	—	—	—
Additional Potential Rights granted	1,467,200	1,467,200	**2,934,400**	—	—	—
Shares delivered	—	—	—	—	—	—
2019 LTIP Potential Rights– 31st March 2021	**2,134,306**	**2,134,306**	**4,268,612**	—	—	—

During the year ended 31st March 2021, the Group has granted 1,467,200 new potential PSR rights and 1,467,200 new potential RSU rights. The average market value of the share used to value these rights has been €1.8 per share, corresponding to the market value of the shares as at 31st of July 2020 when most of these rights were granted. The probability of compliance with conditions has been estimated at 69% for PSR and 76% for RSU.

Total maximum dilution of the PSRs and RSUs would represent, if fully vested, 4.72% of the total issued share capital of the Company, over a period of 4 years, and therefore 1.20% yearly average on a fully diluted basis.

The value of the plan depends on internal conditions (not market) and is valued according to the market value of the share on the grant date, multiplied by the probability of compliance with the conditions. This probability is updated and re-estimated at least annually, but the market value of the share on the grant date remains unchanged.

The cost of the 2020 LTIP has been recorded in the Income Statement (Personnel expenses, see note 10.1) and against Equity (included in Equity-settled share based payments, see note 23.3), amounting to €2.4 million and €0.6 million for the years ended 31st March 2021 and 31st March 2020 respectively.

25. FINANCIAL LIABILITIES

The Group debt and other financial liabilities at 31st March 2021 and 31st March 2020 are as follows:

	31st March 2021			31st March 2020		
	Current	Non Current	Total	Current	Non Current	Total
2023 Notes–Principal	—	425,000	**425,000**	—	425,000	**425,000**
2023 Notes Financing fees capitalized	—	(3,612)	**(3,612)**	—	(4,962)	**(4,962)**
2023 Notes–Accrued interest	1,948	—	**1,948**	1,948	—	**1,948**
Total Senior Notes	**1,948**	**421,388**	**423,336**	**1,948**	**420,038**	**421,986**
SSRCF–Principal	—	55,000	**55,000**	39,500	70,000	**109,500**
SSRCF–Financing fees capitalized	—	(1,613)	**(1,613)**	—	(2,218)	**(2,218)**
SSRCF–Accrued interest	45	—	**45**	49	—	**49**
Total SSRCF	**45**	**53,387**	**53,432**	**39,549**	**67,782**	**107,331**
Government sponsored loan–Principal	3,750	11,250	**15,000**	—	—	**—**
Government sponsored loan–Financing fees capitalized	—	(375)	**(375)**	—	—	**—**
Government sponsored loan–Accrued interest	96	—	**96**	—	—	**—**
Total Government sponsored loan	**3,846**	**10,875**	**14,721**	**—**	**—**	**—**
Bank facilities and bank overdrafts	16,647	—	**16,647**	—	—	**—**
Lease liabilities	2,003	3,095	**5,098**	2,480	1,548	**4,028**
Other financial liabilities	11	—	**11**	4,251	—	**4,251**
Total other financial liabilities	**18,661**	**3,095**	**21,756**	**6,731**	**1,548**	**8,279**
Total financial liabilities	**24,500**	**488,745**	**513,245**	**48,228**	**489,368**	**537,596**

Senior Notes—2023 Notes

On 25th September 2018, eDreams ODIGEO, S.A. issued €425 million 5.50% Senior Secured Notes with a maturity date of 1st September 2023 ("the 2023 Notes").

Interest on the 2023 Notes is payable semi-annually in arrears on the 1st of March and 1st of September each year.

Super Senior Revolving Credit Facility

On 4th October 2016, the Group refinanced its Super Senior Revolving Credit Facility ("the SSRCF"), increasing the size to €147 million from the previous €130 million, and gaining significant flexibility as well versus the previous terms.

In May 2017, the Group obtained the modification of the SSRCF from 4th October 2016 increasing the commitment by €10 million to a total of €157 million.

In September 2018, the Group obtained another modification of the SSRCF increasing the commitment to €175 million, and extending its maturity until September 2023.

After September 2018, the Group has converted €60 million from its SSRCF into credit facilities ancillary to the SSRCF with certain Banks and €9.6 million into a facility specific for guarantees.

The interest rate of the SSRCF is the benchmark rate (such as EURIBOR for Euro transactions) plus a margin of 3.00%. Though at any time after 30th September 2018, and subject to certain conditions, the margin may decrease to be between 3.00% and 2.00%.

The SSRCF Agreement includes a financial covenant, the Consolidated Total gross debt cover ratio, calculated as follows:

Total gross debt cover ratio = Gross Financial Debt / Last Twelve Month Adjusted EBITDA.

25. FINANCIAL LIABILITIES (Continued)

The gross debt cover ratio is calculated quarterly and may not exceed 6. The covenant is tested only if, on the relevant test date, outstanding loans under the SSRCF exceed 30% of total commitments under the SSRCF.

In the event of a breach of the gross leverage covenant when tested, in the absence of an exemption, an event of default would occur under the SSRCF and lenders required under the SSRCF could accelerate all loans and terminate all commitments under it.

If loans under the SSRCF were to be accelerated, then the necessary majority of holders of the €425 million 2023 Notes could accelerate those bonds. Likewise, there could also be an acceleration of the amounts drawn down under the €15 million Government sponsored loan.

As at 31st March 2020, the gross debt cover ratio was 4.9, so the Company was in compliance.

In April 2020, the Group obtained a waiver for the covenant for the year ended 31st March 2021 (see note 2.2).

Additionally, in April 2021, the Group has obtained a waiver for the covenant for the year ended 31st March 2022 (see note 35.1).

As at 31st March 2021, due to the impact of COVID-19 (see note 3), the Group had drawn €55.0 million under the SSRCF (€109.5 million as at 31st March 2020).

See below the detail of cash available under the SSRCF:

	31st March 2021	31st March 2020
SSRCF total amount	175,000	175,000
Guarantees drawn under SSRCF	(5,866)	(1,328)
Drawn under SSRCF	(55,000)	(109,500)
Ancillaries to SSRCF drawn	(16,647)	—
Remaining undrawn amount under SSRCF	**97,487**	**64,172**
Undrawn amount specific for guarantees	(3,734)	(3,672)
Remaining cash available under SSRCF	**93,753**	**60,500**

Government sponsored loan due 2023

On 30th June 2020, the Group's subsidiary Vacaciones eDreams, S.L. signed a syndicated loan for €15 million (see note 2.3).

The Group received the €15 million funds on 7th July 2020. Transaction costs directly attributable to the issue of this loan have been capitalized and they will be amortized over the life of the loan.

The loan has a three-year term, with 25% biyearly repayments starting at 18 months. The interest rate of the loan is the EURIBOR benchmark rate plus a margin of 2.75% and the interest is paid quarterly.

Lease liabilities

Lease liabilities includes the financial liability for the office leases first recognized on 1st April 2018 under IFRS 16 Leases for an amount of €4.9 million as at 31st March 2021 (€3.4 million as at 31st March 2020).

The leased assets gross value and accumulated amortization are detailed in note 17.

The maturity of contractual undiscounted cash flows for leasings is the following:

	31st March 2021	31st March 2020
Less than one year	2,142	2,564
One to two years	1,599	1,489
Two to three years	1,566	50
Three to four years	34	15
More than four years	—	11
Total undiscounted lease liabilities	**5,341**	**4,129**
Discounting impact (unaccrued interests)	(243)	(101)
Total Lease liabilities	**5,098**	**4,028**

25. FINANCIAL LIABILITIES (Continued)

The lease agreements for the Group's offices include extension and termination options, which provide flexibility to the Group. The Group has termination options with notice periods between 3 to 9 months.

The Group has included in the measurement of the lease liability the future cash flows for the periods it estimates that it will keep the contracts. However, for some of the lease contracts, the Group has extension options for additional periods, which can be freely exercised by the Group only, at any time. These extension options have not been considered in the value of the lease liability since the Group does not have reasonable certainty to exercise these options. Future flows of these options have been estimated at €3.1 million (undiscounted).

The increase in total lease liabilities in the year ended 31st March 2021 is mainly due to modifications in the estimation of the term of certain office lease agreements with an impact of €3.6 million (using updated discount rates between 3.44% and 4.32%), partly offset by the principal payments done during the year (€2.5 million).

The amounts paid during the year related to leasings are as follows:

	Year ended 31st March 2021	Year ended 31st March 2020
Principal	2,484	3,099
Interests	94	172
Total cash outflow for leases	**2,578**	**3,271**

The Group has not recorded expenses for variable payments that are not included in the initial measurement of the lease liability. Likewise, it has not recorded expenses for short-term or low-value leases given that the Group does not have contracts that meet these characteristics.

During the year ended 31st March 2021, the Group's leases have not been modified by rent concessions or rent discounts as a result of the COVID-19 pandemic.

During the year ended 31st March 2020, the renegotiations of leases as a result of the COVID-19 pandemic have not had a significant impact.

Other financial liabilities

Other financial liabilities mainly include the liability for customer tax refunds amounting to €0.0 million and €4.3 million at 31st March 2021 and 31st March 2020, respectively. The decrease during the year ended 31st March 2021 is due to the reduction in volumes linked with COVID-19 (see note 3) and the expiration of the liability corresponding to the previous year.

The Group has no financing agreements with its suppliers.

25. FINANCIAL LIABILITIES (Continued)

25.1. Debt by maturity date

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2021 is as follows:

	<1 year	1 to2 years	2 to3 years	3 to4 years	>4 years	Total
2023 Notes–Principal	—	—	425,000	—	—	**425,000**
2023 Notes–Accrued interest	1,948	—	—	—	—	**1,948**
Total Senior Notes	**1,948**	**—**	**425,000**	**—**	**—**	**426,948**
SSRCF–Principal	—	—	55,000	—	—	**55,000**
SSRCF–Accrued interest	45	—	—	—	—	**45**
Total SSRCF	**45**	**—**	**55,000**	**—**	**—**	**55,045**
Government sponsored loan–Principal	3,750	7,500	3,750	—	—	**15,000**
Government sponsored loan–Accrued interest	96	—	—	—	—	**96**
Total Government sponsored loan	**3,846**	**7,500**	**3,750**	**—**	**—**	**15,096**
Bank facilities and bank overdrafts	16,647	—	—	—	—	**16,647**
Lease liabilities	2,142	1,599	1,566	34	—	**5,341**
Other financial liabilities	11	—	—	—	—	**11**
Total other financial liabilities	**18,800**	**1,599**	**1,566**	**34**	**—**	**21,999**
Trade payables (see note 27)	140,265	6,160	—	—	—	**146,425**
Employee-related payables (see note 27)	8,256	—	—	—	—	**8,256**
Total trade and other payables	**148,521**	**6,160**	**—**	**—**	**—**	**154,681**
Total	**173,160**	**15,259**	**485,316**	**34**	**—**	**673,769**

The Group plans to refinance the 2023 Notes and the SSRCF before their maturity date.

The maturity date of the financial liabilities based on undiscounted payments as at 31st March 2020 was as follows:

	<1 year	1 to2 years	2 to3 years	3 to4 years	>4 years	Total
2023 Notes–Principal	—	—	—	425,000	—	**425,000**
2023 Notes–Accrued interest	1,948	—	—	—	—	**1,948**
Total Senior Notes	**1,948**	**—**	**—**	**425,000**	**—**	**426,948**
SSRCF–Principal	39,500	—	—	70,000	—	**109,500**
SSRCF–Accrued interest	49	—	—	—	—	**49**
Total SSRCF	**39,549**	**—**	**—**	**70,000**	**—**	**109,549**
Lease liabilities	2,564	1,489	50	15	11	**4,129**
Other financial liabilities	4,251	—	—	—	—	**4,251**
Total other financial liabilities	**6,815**	**1,489**	**50**	**15**	**11**	**8,380**
Trade payables (see note 27)	135,644	2,823	5,128	—	—	**143,595**
Employee-related payables (see note 27)	2,257	—	—	—	—	**2,257**
Total trade and other payables	**137,901**	**2,823**	**5,128**	**—**	**—**	**145,852**
Total	**186,213**	**4,312**	**5,178**	**495,015**	**11**	**690,729**

25. FINANCIAL LIABILITIES (Continued)

25.2. Fair value measurement of debt

31st March 2021	Total net book value of the class	Fair value Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
Balance Sheet headings and classes of instruments:				
Cash and cash equivalents	12,138	12,138		
2023 Notes	423,336		444,901	
SSRCF	53,432		51,851	
Government sponsored loan	14,721		14,315	
Bank facilities and bank overdrafts	16,647	16,647		

31st March 2020	Total net book value of the class	Fair value Level 1: Quoted prices and cash	Level 2: Internal model using observable factors	Level 3: Internal model using non-observable factors
Balance Sheet headings and classes of instruments:				
Cash and cash equivalents	83,337	83,337		
2023 Notes	421,986		428,824	
SSRCF	107,331		104,342	
Bank facilities and bank overdrafts	—	—		

The book value of current loans and receivables, trade and other receivables and trade and other payables is approximately their fair value.

Valuation techniques and assumptions applied for the purposes of measuring fair value

The fair values of financial assets and liabilities are determined as follows:

- The fair values of financial assets and liabilities with standard terms and conditions and traded on active liquid markets are determined with reference to quoted market prices (includes listed redeemable notes, bills of exchange, debentures and perpetual notes).
- The fair values of other financial assets and liabilities (excluding those described above) are determined in accordance with generally accepted pricing models based on discounted cash-flow analysis.

The market value of financial assets and liabilities measured at fair value in the consolidated statement of financial position shown in the table above has been ranked based on the three hierarchy levels defined by IFRS 13:

- Level 1: quoted price in active markets;
- Level 2: inputs observable directly or indirectly;
- Level 3: inputs not based on observable market data.

25. FINANCIAL LIABILITIES (Continued)

25.3. Changes in liabilities arising from financing activities

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2020 until 31st March 2021 is as follows:

	31st March 2020	Cash flows	P&L accrual	Others	31st March 2021
2023 Notes–Principal	425,000	—	—	—	425,000
2023 Notes–Financing fees capitalized	(4,962)	—	1,350	—	(3,612)
2023 Notes–Accrued interest	1,948	(23,375)	23,375	—	1,948
Total Senior Notes	**421,986**	**(23,375)**	**24,725**	**—**	**423,336**
SSRCF–Principal	109,500	(54,500)	—	—	55,000
SSRCF–Financing fees capitalized	(2,218)	—	605	—	(1,613)
SSRCF–Accrued interest	49	(1,973)	1,969	—	45
Total SSRCF	**107,331**	**(56,473)**	**2,574**	**—**	**53,432**
Government sponsored loan–Principal	—	15,000	—	—	15,000
Government sponsored loan–Financing fees capitalized	—	(546)	171	—	(375)
Government sponsored loan–Accrued interest	—	(211)	307	—	96
Total Government sponsored loan	**—**	**14,243**	**478**	**—**	**14,721**
Bank facilities and bank overdrafts	—	(56)	56	16,647	16,647
Lease liabilities	4,028	(2,578)	94	3,554	5,098
Other financial liabilities	4,251	—	—	(4,240)	11
Total other financial liabilities	**8,279**	**(2,634)**	**150**	**15,961**	**21,756**
Total financial liabilities	**537,596**	**(68,239)**	**27,927**	**15,961**	**513,245**
Other payables related to financial liabilities	415	(1,212)	1,539	(216)	526
Total others	**415**	**(1,212)**	**1,539**	**(216)**	**526**
Total financing activities	**538,011**	**(69,451)**	**29,466**	**15,745**	**513,771**

The Cash Flows Statement caption “Borrowings drawdown” contains the collection of the Government sponsored loan for €15.0 million (see note 2.3).

The Cash Flows Statement caption “Reimbursement of borrowings” contains the SSRCF principal repayment for €54.5 million and the lease liabilities principal repayment for €2.5 million.

In the previous table, the cash flows shown for the lease liabilities include principal amounts for €2.5 million and interests payments for €0.1 million (see note 25).

The Cash Flows Statement caption “Interest paid” contains €23.4 million of interests paid on the 2023 Notes, €2.0 million of interests paid on the SSRCF, €0.2 million of interest paid on the Government sponsored loan, €0.1 million of interests paid on the bank facilities and bank overdrafts and €0.1 million of interests paid on leases; for a total of €25.7 million.

The amounts shown in column “others” in the reconciliation table correspond mainly to the modifications in the lease agreements for €3.6 million, the tax refund movement for €4.2 million and the bank facilities and bank overdrafts for €16.6 million.

25. FINANCIAL LIABILITIES (Continued)

The reconciliation showing the changes in liabilities arising from financing activities from 31st March 2019 until 31st March 2020 is as follows:

	31st March 2019	Cash flows	P&L accrual	Others	31st March 2020
2023 Notes–Principal	425,000	—	—	—	425,000
2023 Notes–Financing fees capitalized	(6,233)	—	1,271	—	(4,962)
2023 Notes–Accrued interest	1,948	(23,375)	23,375	—	1,948
Total Senior Notes	**420,715**	**(23,375)**	**24,646**	**—**	**421,986**
SSRCF–Principal	—	109,500	—	—	109,500
SSRCF–Financing fees capitalized	—	—	—	(2,218)	(2,218)
SSRCF–Accrued interest	—	(84)	133	—	49
Total SSRCF	**—**	**109,416**	**133**	**(2,218)**	**107,331**
Bank facilities and bank overdrafts	—	(108)	108	—	—
Lease liabilities	7,873	(3,271)	170	(744)	4,028
Other financial liabilities	5,685	—	—	(1,434)	4,251
Total other financial liabilities	**13,558**	**(3,379)**	**278**	**(2,178)**	**8,279**
Total financial liabilities	**434,273**	**82,662**	**25,057**	**(4,396)**	**537,596**
Other payables related to financial liabilities	401	(1,817)	1,906	(75)	415
Treasury shares	—	(6,001)	—	6,001	—
Total others	**401**	**(7,818)**	**1,906**	**5,926**	**415**
Financial assets related to the SSRCF	(2,786)	—	568	2,218	—
Financial assets related to financing activities	**(2,786)**	**—**	**568**	**2,218**	**—**
Total financing activities	**431,888**	**74,844**	**27,531**	**3,748**	**538,011**

The Cash Flows Statement caption “Borrowings drawdown” contains the collection of the SSRCF for €109.5 million related to the impact of COVID-19 (see note 3).

The Cash Flows Statement caption “Reimbursement of borrowings” contains the lease liabilities principal repayment for €3.1 million.

In the table above, the cash flows shown for the lease liabilities include principal amounts for €3.1 million and interests payments for €0.2 million (see note 25).

The Cash Flows Statement caption “Interest paid” contains €23.4 million of interests paid on the 2023 Notes, €0.1 million of interests paid on the SSRCF, €0.1 million of interests paid on the bank facilities and bank overdrafts and €0.2 million of interests paid on leases; for a total of €23.7 million.

The amounts shown in column “others” in the reconciliation table correspond mainly to the reclassification of the SSRCF Financing fees capitalized from financial assets to financial liabilities of €2.2 million and the impact in equity of the acquisition and disposal of treasury shares for €6.0 million.

26. PROVISIONS

	31st March 2020	Utilization	Reversal	Increase	Reclass	31st March 2021
Provision for tax risks	4,601	—	(1,047)	1,553	—	5,107
Provision for pensions and other post employment benefits	280	—	(27)	85	(5)	333
Provision for others	2,762	—	—	390	(1,639)	1,513
Total non-current provisions	**7,643**	**—**	**(1,074)**	**2,028**	**(1,644)**	**6,953**
Provision for litigation risks	1,439	(865)	(116)	1,831	—	2,289
Provision for pensions and other post employment benefits	61	(34)	(26)	—	5	6
Provision for operating risks and others	16,196	(9,199)	(6,380)	3,676	1,639	5,932
Total current provisions	**17,696**	**(10,098)**	**(6,522)**	**5,507**	**1,644**	**8,227**

As at 31st March 2021 the Group has a provision of €5.1 million for tax risks (€4.6 million as at 31st March 2020). In certain cases, the Company applied a tax treatment, which, if challenged by the tax authorities, may probably result in a cash outflow (see note 31).

The Group has a provision related to the earn-out for the Business Combination of Waylo (see note 32): €1.5 million non-current booked as "Provision for others" and €1.6 million current included inside "Provision for operating risks and others".

The "Provision for litigation risks" as at 31st March 2021 is mainly related to customer and employee litigations.

"Provisions for operating risks and others" mainly includes the provision for chargebacks, that are payments rejected by customers for amounts collected by the Group in relation to the booking of travel services. These chargebacks may increase in cases where the travel suppliers have cancelled the travel service that had been booked through the mediation of the Group. The provision covers the risk of future cash outflows for amounts that have been collected but that may result in a payment if the customer executes a chargeback. The provision is only for the part of the amount that the Group will not recover from the travel supplier. The chargeback provision as at 31st March 2021 is €3.7 million (€13.0 million as at 31st March 2020). The decrease compared to previous years is mainly due to the usage for €9.0 million and to the drop in volumes, both linked with the COVID-19 situation (see note 3).

The chargeback provision includes a specific provision to cover the increased risk that customers will return the payment of a Booking if the flight is cancelled in the COVID-19 situation (see note 3). This specific provision was recognized for €10.3 million as at 31st March 2020 and €3.1 million as at 31st March 2021, representing 1.2% and 0.9%, respectively, of the amounts collected from customers for flights with departures since the beginning of the COVID-19 pandemic, minus the refunds for cancelled flights already executed.

The caption "Provisions for operating risks and others" also includes the provisions for Cancellation for any reason and Flexiticket. These products allow the customer to cancel or modify without cost their flight Bookings if they pay an additional fee at the time of booking. The provision covers the payment obligation of the Group towards the customers that have contracted this service and that execute their right to cancellation or modification. This provision is €0.1 million as at 31st March 2021 (€2.1 million as at 31st March 2020). The decrease during the year is due to the fact that the volumes of these services have been significantly reduced in relation with the COVID-19 situation (see note 3).

27. TRADE AND OTHER PAYABLES

	31st March 2021	31st March 2020
Trade payables	6,160	7,951
Total Trade and other non-current payables	**6,160**	**7,951**
Trade payables	140,265	135,644
Employee-related payables	8,256	2,257
Total Trade and other current payables	**148,521**	**137,901**

27. TRADE AND OTHER PAYABLES (Continued)

As at 31st March 2021, trade payables have increased compared to 31st March 2020 mainly due to the increase of cancellations received from suppliers (see note 3) and because volume in the last weeks of March were higher in 2021 than in 2020.

As at 31st March 2021, the Group has €6.2 million of trade and other non-current payables related to the GDS agreement, as the Group expects to repay this amount in more than 12 months (€8.0 million as at 31st March 2020).

27.1. Information on average payment period to suppliers

Pursuant to the Spanish legislation in force(1), the disclosure on the average period of payment to trade suppliers as of 31st March 2021 and 31st March 2020 for the Spanish subsidiaries is set forth in the table below:

	Year ended 31st March 2021	Year ended 31st March 2020
Number of days		
Average period of payment to trade suppliers(2)	29	23
Ratio of transactions paid(3)	28	23
Ratio of outstanding payments(4)	38	39
Thousands of euros		
Total transactions paid	136,411	795,811
Total outstanding payments	15,714	17,118

(1) Third additional provision, "Information requirement" of Law 15/2010 of July 5.

(2) ((Ratio of transactions paid * total transactions paid)+ (Ratio of outstanding payments * total outstanding payments)) / (Total transactions paid + Total outstanding payments).

(3) Sum of (Number of days of payment * amounts of the transactions paid) / Total transactions paid.

(4) Sum of (Number of days outstanding * amounts of the transactions payable) / Total outstanding payments.

28. DEFERRED REVENUE

	31st March 2021	31st March 2020
GDS agreement	—	1,124
Cancellation and Modification for any reason	136	1,702
Prime	22,017	11,297
Other deferred revenue	39	760
Total Deferred revenue–current	**22,192**	**14,883**

All deferred revenue of the Group relates to contracts with customers.

The deferred revenue on the GDS agreement as at 31st March 2020 has been accrued during the year for €0.2 million, and the remaining part has been reclassified to trade payables non-current (see note 27).

The deferred revenue on the service of Cancellation and Modification for any reason correspond to the amounts of these products that have not been accrued yet (see note 5.4), that are presented in the consolidated statement of financial position as deferred revenue.

The decrease in deferred revenue for Cancellation and Modification for any reason is due to the reduction in the sales of this product linked with COVID-19 (see note 3).

The deferred revenue on Prime corresponds to the Prime fee collected and pending to be accrued. The increase during the period is mainly due to the increase in Prime members.

28. DEFERRED REVENUE (Continued)

The following table shows how much of the revenue recognized in the current reporting period relates to carried-forward contract liabilities from previous year-end:

	31st March 2021	31st March 2020
GDS agreement	157	3,039
Cancellation and Modification for any reason	1,702	4,979
Prime	11,297	—
Other deferred revenue	755	2,457
Total	**13,911**	**10,475**

29. OFF-BALANCE SHEET COMMITMENTS

	31st March 2021	31st March 2020
Guarantees to package travel	3,867	1,729
Other guarantees	2,822	450
Total	**6,689**	**2,179**

Guarantees to package travel are guarantees required in certain regions to sell packages of travel services. The increase during the year is due to a new guarantee issued in Spain for an amount of €2.1 million.

Other guarantees mainly include a new guarantee issued in the current year related with an appeal presented in front of the Italian tax authorities for €2.6 million (see note 31.4).

As at 31st March 2021, from the total amount of guarantees included in the detail above, €5.9 million have been issued under the SSRCF (€1.3 million as at 31st March 2020). See note 25.

All the shares held by eDreams ODIGEO, S.A. in Opodo Ltd. as well as the receivables under certain intra-group funding loans relating to the 2023 Notes made to Opodo Ltd. and Go Voyages, S.A.S. by eDreams ODIGEO, S.A., have been pledged in favour of the holders of the 2023 Notes (see note 25) and the secured parties under the Group's SSRCF dated 25th September 2018.

30. RELATED PARTIES

30.1. Transactions and balances with related parties

There have been no transactions or balances with related parties during the years ended 31st March 2021 and 31st March 2020, other than those detailed below.

Key management

The compensation accrued by the key management of the Group (CSM: "CEO Staff Members") and during the years ended 31st March 2021 and 31st March 2020 amounted to €3.9 million and €3.1 million, respectively. For the year ended 31st March 2020 no bonus was paid as targets were not met due to COVID-19. Targets for the year ended 31st March 2021 were set taking into account the expected effects of COVID-19.

The key management has also been granted since the beginning of the plans with 3,806,386 Potential Rights of the 2016 LTIP plan and 2,168,900 Potential Rights of the 2019 LTIP plan at 31st March 2021 (3,405,676 Potential Rights of the 2016 LTIP plan and 898,900 Potential Rights of the 2019 LTIP plan at 31st March 2020) to acquire a certain number of shares of the parent company eDreams ODIGEO, S.A. at no cost.

The valuation of the rights of the 2016 LTIP amounts to €9.3 million of which €8.3 million have been accrued in equity at 31st March 2021 since the beginning of the plan (€7.8 million of which €6.4 million accrued at 31st March 2020). (See note 24.1).

The valuation of the rights of the 2019 LTIP amounts to €4.4 million of which €1.7 million have been accrued in equity at 31st March 2021 since the beginning of the plan (€1.8 million of which €0.4 million have been accrued in equity at 31st March 2020). (See note 24.2).

30. RELATED PARTIES (Continued)

Regarding the 2016 LTIP, 256,049 shares (the First Tranche, First Sub-tranche, First Delivery), 256,049 shares (the First Tranche, First Sub-tranche, Second Delivery), 256,049 shares (the First Tranche, First Sub-tranche, Third Delivery), 250,890 shares (the First Tranche, Second Sub-tranche, First Delivery), 238,154 shares (the First Tranche, Second Sub-tranche, Second Delivery), 238,154 shares (the First Tranche, Second Sub-tranche, Third Delivery), 137,347 shares (the Second Tranche, First Delivery), 137,347 shares (the Second Tranche, Second Delivery) and 137,347 shares (the Second Tranche, Third Delivery) have already been delivered as shares to Key Management in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020 and February 2021.

During the year ended 31st March 2020, from the shares delivered as part of the third delivery of the 2016 LTIP First Tranche, Second Sub-tranche, 75,067 shares were purchased by the Group from the Key Management, as part of a repurchase from all beneficiaries of the 2016 LTIP to fund future LTIP deliveries.

The Group has contracted a civil liability insurance scheme (D&O) for Directors and Managers with a yearly cost of €51 thousand.

Board of Directors

During the year ended 31st March 2021 the independent members of the Board received a total remuneration for their mandate of €315 thousand (€284 thousand during the year ended 31st March 2020). See additional detail in Annual Corporate Governance Report in section C2.

Some members of the Board are also members of the key management of the Group and, consequently, their remuneration has been accrued based on their executive services, not for their mandate as members of the Board and, therefore part of this information is included in the key management retribution section above.

Remuneration for management services during the year ended 31st March 2021 and March 2020 amounted to €1.6 million and €1.1 million, respectively. For the year ended 31st March 2020 no bonus was paid as targets were not met due to COVID-19. Targets for the year ended 31st March 2021 were set taking into account the expected effects of COVID-19.

Executive Directors have been also granted since the beginning of the plan with 2,336,191 Potential Rights of the 2016 LTIP plan and 1,230,200 Potential Rights of the 2019 LTIP plan as at 31st March 2021 (2,056,343 Potential Rights of the 2016 LTIP plan and 505,200 Potential Rights of the 2019 LTIP plan as at 31st March 2020) to acquire a certain number of shares of the parent company eDreams ODIGEO at no cost.

The valuation of these rights of the 2016 LTIP plan amounts to €5.7 million of which €5.1 million have been accrued in equity as at 31st March 2021 since the beginning of the plan (€4.7 million of which €3.9 million have been accrued in equity as at 31st March 2020). (See note 24.1).

The valuation of the rights of the 2019 LTIP amounts to €2.5 million of which €1.0 million have been accrued in equity as at 31st March 2021 since the beginning of the plan (€1.0 million of which €0.2 million have been accrued in equity as at 31st March 2020). (See note 24.2).

Regarding the 2016 LTIP, 158,767 shares (the First Tranche, First Sub-tranche, First Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Second Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Third Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, First Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, Second Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, Third Delivery), 85,681 shares (the Second Tranche, First Delivery), 85,681 shares (the Second Tranche, Second Delivery) and 85,681 shares (the Second Tranche, Third Delivery) have already been delivered as shares to the Executive Directors in August 2018, November 2018, February 2019, August 2019, November 2019, February 2020, August 2020, November 2020 and February 2021.

During the year ended 31st March 2020, from the shares delivered as part of the third delivery of the 2016 LTIP First Tranche, Second Sub-tranche, 47,556 shares were purchased by the Group from certain members of the Board, as part of a repurchase from all beneficiaries of the 2016 LTIP to fund future LTIP deliveries.

30. RELATED PARTIES (Continued)

No other significant transactions have been carried out with any member of senior management or shareholder with a significant influence on the Group.

On 23rd September 2020, the Extraordinary Shareholders' Meeting approved the renewal of the mandate of all members of the Board for a period of three additional years, with effects as of the moment when the Company's relocation of its registered office to Spain is effective (see note 1).

Neither the Company's directors nor any persons related to them were party to any conflicts of interest requiring disclosure in these notes pursuant to the provisions of article 229 of the consolidated text of the Spanish Corporate Enterprises Act.

31. CONTINGENCIES AND PROVISIONS

31.1. License fees

The Group considers that there is a possible risk of reassessment by tax authorities in respect of license fees charged between entities of the Group for the use of self-developed software. Tax authorities may take the view that there was an undercharge of such license fees to group companies. This contingency is estimated at €1.6 million. The Group believes that it has made the appropriate charges of license fees to group companies. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the consolidated statement of financial position.

31.2. Payroll tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of salary tax ("taxe sur les salaires") due by the French entity. The Company takes the view that only the salary cost of part of the French entity's employees are subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should be included in the taxable basis. This contingency is estimated at €0.6 million. The Group believes that it has paid payroll taxes in accordance with French tax laws and regulations. The Group considers that this risk is only possible, and not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized liability on the consolidated statement of financial position.

31.3. Retro-active effect of the migration to Spain

The Group considers that there is a possible risk of assessment by tax authorities in respect of the deduction for Spanish tax of the tax losses of the year ended 31st March 2021 generated by eDreams ODIGEO, S.A. ("the Company") prior to the effective date of the Company's redomiciliation from Luxembourg to Spain. The Spanish tax authorities may take the view that such tax losses may not be taken into account for Spanish tax. This contingency is estimated at €1.8 million. The Group believes that it has made the appropriate deduction of its expenses in accordance with Spanish law. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the consolidated statement of financial position.

31.4. Tax audits

The Group companies may be subject to audit by the tax authorities in respect of the taxes applicable to them for the years that are not statute-barred.

Spain

The Spanish tax group is currently undergoing a tax audit regarding income tax (fiscal years 2015/16-2017/18) and VAT (calendar years 2015-2017). The Spanish tax authorities have issued their provisional assessment notices in April 2021 in which they have indicated that they will assess the Spanish companies for VAT. The Spanish tax authorities are rejecting the method applied by the Spanish companies to determine the recoverable part of the input VAT on certain operating expenses. This would result in a total VAT liability approximating €3.1 million for the audited periods. The Group believes that it has appropriate arguments against such assessment and will submit an administrative claim against the

31. CONTINGENCIES AND PROVISIONS (Continued)

Spanish tax authorities as soon as the final assessment notice have been received by the Spanish company. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the consolidated statement of financial position.

Further, the Spanish tax authorities have (provisionally) assessed the company for VAT and income tax for two additional corrections made in connection with the Spanish tax audit. The Group will agree with these assessments and has recognized adequate provisions for them amounting to €0.3 million and €0.5 million respectively in the consolidated statement of financial position.

Portugal

Following a tax audit in Portugal regarding income tax and VAT (fiscal years 2015/16-2017/18), the Portuguese company has been assessed by the Portuguese tax authorities for an amount of €5.2 million. The Group believes that it has appropriate arguments against this assessment and, therefore, submitted an administrative claim against the Portuguese tax authorities which is currently ongoing. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the consolidated statement of financial position.

Italy

The Italian company has submitted its appeal with the Italian second tier court against a €10 million assessment of Italian withholding tax on dividends paid to its Spanish parent company, which is currently pending. The Group takes the position that the Italian company has correctly applied the Italian withholding tax exemption. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is more probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability on the consolidated statement of financial position, except for an amount of €0.4 million which the Group considers an appropriate compromise for which it would be willing to settle this case with the Italian tax authorities.

Luxembourg

Following a tax audit, the Luxembourg tax authorities assessed the Company for VAT in respect of two cases related to the calendar years 2017 and 2018.

One case amounts to €3.2 million for the rejection of the recovery of input VAT on certain recharged expenses. The Group considers that this risk is only possible, not probable, according to the definitions in IAS 37 (it is probable that an outflow of resources will not materialize) and for this reason it has not recognized a liability in the consolidated statement of financial position.

The other case amounting to €0.9 million relates to the interpretation of the Luxembourg VAT pro rata rules. The Group estimates that there is a probable risk of outflow of resources amounting to €0.9 million for which a provision has been recognized in the consolidated statement of financial position.

The Group believes that it has appropriate arguments against the VAT assessments and, therefore, filed an administrative claim with the Luxembourg tax authorities which is currently pending.

Due to different interpretations of tax legislation, additional liabilities may arise in connection with a tax audit. However, the Group considers that any such liabilities would not materially affect the consolidated financial statements.

31.5. Investigation by the Italian consumer protection authority (AGCM)

On 18th January 2018, the Italian consumer protection authority (AGCM) rendered three decisions against Go Voyages, S.A.S., eDreams, S.R.L. and Opodo Italia, S.R.L. in relation to alleged unfair commercial practices based on the three following grounds (i) lack of transparency, (ii) surcharging practice, and (iii) non-authorized use of premium-rate numbers.

The amounts of fines issued by the AGCM are as follows: Go Voyages, S.A.S. (€0.8 million), eDreams, S.R.L. (€0.7 million) and Opodo Italia, S.R.L. (€0.1 million). A provision for this was booked on the balance sheet for €1.6 million at 31st March 2018, of which the main part has been already paid.

31. CONTINGENCIES AND PROVISIONS (Continued)

An appeal was lodged before the TAR Lazio in order to challenge the legal grounds invoked by the AGCM and the amount of fines. In April and May 2019, the appeal judgments were notified. The TAR reduced the amount of fines as follows: Go Voyages, S.A.S. (€0.2 million), eDreams, S.R.L. (€0.3 million) and Opodo Italia, S.R.L. (€0.1 million). The TAR Lazio judgment is not final because the AGCM has lodged an appeal before the Consiglio di Stato (the Italian Supreme Administrative Court). Based on similar cases that have been judged recently, the Group considers it is possible that it will receive a contrary judgement regarding the reduction of fines. As a consequence, a provision has been recognized for €0.2 million, and the previously registered asset for the expected refund of €0.3 million has been written off.

32. BUSINESS COMBINATION

On 12th February 2020, the Group acquired from RoamAmore Inc. the hotel booking platform TheWaylo.com ("Waylo").

This purchase provided the Group with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow the Company to further grow its hotel and dynamic packages offering with additional content from thousands of hotels worldwide.

The Group considers that the acquisition constituted a business combination, as the assets acquired were already generating activity, the contract included contingent payments linked to the marginal profit generated by the acquired business, and the Group reached an agreement with Key employees of the acquired business to continue working for the Group.

As more than 12 months have passed since the acquisition, the adjustment period has ended and the acquisition accounting is final.

Assets acquired and liabilities assumed

The fair values of the identifiable assets and liabilities of Waylo as at the date of acquisition were:

Assets acquired and liabilities assumed	
Intangible assets	7,772
Total identifiable net assets at fair value	**7,772**
Goodwill arising on acquisition	1,726
Total purchase consideration	**9,498**

The goodwill of €1.7 million comprises the value of expected synergies arising from the acquisition (see note 15).

Consideration

The detail of the purchase consideration was as follows:

Purchase consideration	
Consideration paid at transaction date	6,456
Contingent consideration liability	3,042
Total purchase consideration	**9,498**

As part of the purchase agreement, a contingent consideration has been agreed. There will be additional cash payments to the previous owners depending on the future performance of the business. As at 31st March 2020, the discounted value of the contingent consideration was estimated to be €3.0 million, booked as a provision (see note 26). As at 31st March 2021, the contingent consideration has been re-estimated to be €3.2 million, of which €1.6 million is booked as current provision and €1.5 million as non-current provision. The variation has been booked against profit & loss and it is mainly due to the discounting effect for an increase in the provision of €0.2 million.

33. AUDITOR'S REMUNERATION

The costs accrued by the Group in respect of the fees for services rendered by the Group's auditors are as follows:

	Year ended 31st March 2021	Year ended 31st March 2020
Audit Services	375	355
Others	28	55
Total Audit	**403**	**410**
Ernst & Young, S.L.	298	240
EY Network	105	170
Total Audit	**403**	**410**

Others corresponds to other verification services performed by Ernst & Young.

34. ENVIRONMENTAL MATTERS

eDreams ODIGEO, S.A. recognizes that businesses have a responsibility towards the environment. Although the Group's core activities have a relatively low impact, by virtue of the fact that the Group is primarily an online business, it is nevertheless committed to finding ways in which it can reduce any environmental footprint. Where possible, the Group incorporates sustainability practices, both in the office and outside the office, in procurement and purchasing processes, in the use of energy and water, waste management, travel, and in each of our business processes (see note B.4 The environment of section B. Non-financial information).

35. SUBSEQUENT EVENTS

35.1. SSRCF Covenant Waiver

On 30th April 2021, the Group announced that successful discussions with its lenders have resulted in its Super Senior Revolving Credit Facility ("SSRCF") only covenant of Gross Leverage Ratio being waived for the year ended 31st March 2022. Therefore, the next testing quarter for the covenant will be 30th June 2022.

The Group will provide a monthly liquidity report and will ensure that liquidity on each quarter date (30th June, 30th September, 31st December and 31st March) during the waiver period is not less than €25 million. The current level of liquidity gives the Group ample headroom versus the €25 million limit, as at 31st March 2021 the liquidity was €106 million (see section C.5 Reconciliation of APMs & other defined terms).

Additionally, during the waiver period the Company shall not pay any dividend or buy-back the Company's shares.

Interest on the SSRCF and the 2023 Senior Notes will continue to be paid as usual.

36. CONSOLIDATION SCOPE

As at 31st March 2021 the companies included in the consolidation are as follows:

Name	Location / Registered Office	Line of business	% interest	% control
eDreams ODIGEO, S.A.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding Parent company	100%	100%
Opodo Ltd.	26-28 Hammersmith Grove, W6 7BA (London)	On-line Travel agency	100%	100%
Opodo, GmbH.	Hermannstraße 13, 20095 (Hamburg)	Marketing services	100%	100%
Travellink, A.B.	Rehnsgatan 11, 113 79 (Stockholm)	On-line Travel agency	100%	100%
Opodo, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams, Inc.	1209 Orange Street, Wilmington (New Castle), 19801 Delaware	Holding company	100%	100%
Vacaciones eDreams, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%
eDreams International Network, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Admin and IT consulting	100%	100%
eDreams, S.R.L.	Via San Gregorio, 34, 20124 (Milan)	On-line Travel agency	100%	100%
Viagens eDreams Portugal–Agência de Viagens, Lda.	Rua da Lionesa, Espaço R. MatosinhosCustóias 4465 671 (Leça do Balio, Porto)	On-line Travel agency	100%	100%
eDreams, L.L.C.	2035 Sunset Lake Road Suite B-2, 19702 (Newark) Delaware	On-line Travel agency	100%	100%
eDreams Business Travel, S.L.	Carrer Bailén, 67-69, 08009 (Barcelona)	On-line Travel agency	100%	100%
Traveltising, S.A.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Optimizing online advertising campaigns	100%	100%
Geo Travel Pacific, Pty.Ltd.	Level 2, 117 Clarence Street (Sydney)	On-line Travel agency	100%	100%
Go Voyages, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Go Voyages Trade, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	On-line Travel agency	100%	100%
Liligo Metasearch Technologies, S.A.S.	11, Avenue Delcassé, 75008 (Paris)	Metasearch	100%	100%
ODIGEO Hungary, Kft.	Nagymezo ucta 44, 1065 (Budapest)	Admin and IT consulting	100%	100%
Tierrabella Invest, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding company	100%	100%
Engrande, S.L.	Calle Conde de Peñalver 5, 1 Ext. Izq. 28006 (Madrid)	On-line Travel agency	100%	100%

Consolidated Annual Financial Statements
as of and for the year ended
March 31, 2020 (audited)

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Building a better working world

Independent auditor's report

To the Shareholders of
eDreams Odigeo S.A.
4, rue du Fort Wallis
L-2714 Luxembourg

Report on the audit of the consolidated financial statements

Opinion

We have audited the consolidated financial statements of eDreams Odigeo SA, and its subsidiaries (the "Group") included on page 116 to page 180, which comprise the consolidated statement of financial position as at 31 March 2020, and the consolidated statement of profit and loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, and the notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at 31 March 2020, and of its consolidated financial performance and consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards ("IFRS") as adopted by the European Union.

Basis for opinion

We conducted our audit in accordance with EU Regulation N° 537/2014, the Law of 23 July 2016 on the audit profession (the "Law of 23 July 2016") and with International Standards on Auditing ("ISAs") as adopted for Luxembourg by the "Commission de Surveillance du Secteur Financier" ("CSSF"). Our responsibilities under the EU Regulation N° 537/2014, the Law of 23 July 2016 and ISAs are further described in the "Responsibilities of the "réviseur d' entreprises agréé" for the audit of the consolidated financial statements" section of our report. We are also independent of the Company in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants ("IESBA Code") as adopted for Luxembourg by the CSSF together with the ethical requirements that are relevant to our audit of the consolidated financial statements, and have fulfilled our other ethical responsibilities under those ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter

We draw attention to Note 3.2 of the consolidated financial statements, which describes the significant effects of Covid-19 on the travel industry and more particularly on the Group's activities. Our opinion is not modified in respect of this matter.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Building a better working world

1. Recoverability of goodwill and brands

Description

As at March 31, 2020. the Group reported goodwill and brands account for EUR 872 million, representing 77% of total assets. In accordance with International Financial Reporting Standards, as adopted by the European Union, the Group is required to perform an annual impairment test over goodwill and indefinite life assets. The assumptions and results of the tests performed are disclosed in Note 17 and 18 of the consolidated financial statements. This annual impairment test was significant to our audit because the assessment process is complex and requires management judgment and is based on assumptions of future cash inflows and discounted rates.

Our answer

Our audit procedures consisted, among others, in:

- Assessing the historical accuracy of management's estimates and budget
- Assessing different scenarios prepared by the Group for the 2020-2025 financial projections and reconciling the input used to determine the value in use calculation with the scenarios of the financial projections. In particular, we evaluated the recoverability of goodwill and brand balances recorded for the cash generating units by reviewing the profitability of the operations, management's forecasts, the underlying assumptions and local economic developments.
- Involving of our valuation experts to assist with our evaluation of the assumptions and methods that were used by the Group to carry out its impairment test, including discount rate and the model that calculates future cash flows.
- Evaluating the adequacy of the Group's disclosures included in Note 17 and 18.

2. Revenue recognition from sales of travel services

Description

As described in Note 4.4 of the consolidated financial statements, the main activity of the Group is the intermediation in the sale of online travel flights and other travel-related services. Accordingly, the Group generates its revenue from mediation services and records its sales for the commission obtained (service fees).

These sales are made through different channels associated with specific IT systems, as well as different collection and payment platforms. Due to the large volume of transactions recorded during the period analyzed, its atomization, the diversity of channels, IT systems involved and nature of collections and payments, as well as the relevance of the amounts involved, we have considered this area a key audit matter of our audit.

Our answer

Our audit procedures consisted, among others, in:

- Assessing the accounting applied to revenue recognition;
- Testing the effectiveness of the controls implemented by the Group over the revenue processes;
- Together with our IT specialists, analyzing the integrity of the information related to the systems involved in the revenue generation process, at the level of general controls and key applications (IT controls), validating that the information flows correctly through the systems;
- Performing tests on sales transactions based on a representative sample to validate the occurrence, accuracy and cut-off, and also the cash collection of those transactions to validate that they are recorded appropriately;

- Performing analytical review procedures
- Assessing the adequacy of the Group's disclosures in respect of the accounting policies on revenue recognition as disclosed in note 4.4 of the consolidated financial statements.

3. IT Cost Capitalization

Description

As described in Note 4.13, the Group capitalizes software development costs which amount to a net amount of EUR 95,692 as of 31 March 2020. Given the rapid technological developments in the industry, as well as the specific IFRS capitalization criteria, we have assessed such element as significant to our audit. This process involves significant management judgment, such as technical feasibility, intention and ability to complete the intangible asset, ability to use the asset, generation of future economic benefits and the ability to measure the costs reliably. In addition, determining whether there is any indication that the carrying value of assets may be impaired requires management judgment and assumptions which are affected by future market, industry or economic developments.

Our answer

Our audit procedures consisted among others, in:

- Assessing the recognition criteria and accounting policy for intangible assets, understanding the IT cost capitalization management decision process based on the annual budget.
- Testing controls for the capitalization of internally generated intangible assets.
- Assessing the key assumptions used or estimates made for capitalizing development costs, such as personnel expenses and external services related to the projects, and assessed the useful economic life attributed to the asset.
- Assessing of whether any indications of impairment existed by understanding the business rationale for projects.
- Evaluating the adequacy of the Group's disclosures in note 15 to the consolidated financial statements.

4. COVID-19 uncertainty

Description

As indicated in note 3.2 of the consolidated financial statements, Covid-19 has significantly impacted the travel sector, with major decrease in bookings and significant flight cancellations, resulting in significant loss of revenue for the Group since March 2020. Management has taken several actions to face this situation and considers that the Group is in a strong financial position to face the consequences of the Covid 19 outbreak. Accordingly, management has prepared these consolidated financial statements on a going concern basis. Due to the significant impact of Covid 19 outbreak on the airline industry and on the activities of the Group, we have considered this issue as a Key Audit Matter.

Our answer

Our audit procedures consisted, among others, in:

- Assessing the different scenarios of cash flow projections provided by management jointly with our valuation specialists, including the understanding of the main assumptions used. We also assessed such information in light of the actual performance subsequent to March 31, 2020.
- Obtaining the waiver for the covenant from the lenders of the Super Senior Revolving Credit Facility that the group has obtained for the full fiscal year 2020-2021.
- Assessing the additional operational provisions that have been recognized by the Group, including namely those related with GDS cancellations and customer chargeback, based on expected future assumptions.

- Assessing the bad debt calculation provision and the forward looking information for the calculation of the impairment loss on trade receivables based on external and internal data.
- Assessing the adequacy of the Group's disclosure in note 3.2 in respect of the significant uncertainty created by the Covid 19 outbreak and the measures taken by the Group.

Other information

The Board of Directors is responsible for the other information. The other information comprises the information included in the consolidated management report from page 7 to page 108 and the corporate governance report from page 223 to page 283 but does not include the consolidated financial statements and our report of "réviseur d'entreprises agréé" thereon.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report this fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors and of those charged with governance for the consolidated financial statements

The Board of Directors is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRSs as adopted by the European Union, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the Board of Directors is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Responsibilities of the "réviseur d'entreprises agréé" for the audit of the consolidated financial statements

The objectives of our audit are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue a report of the "réviseur d'entreprises agréé" that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with EU Regulation N* 537/2014, the Law of 23 July 2016 and with the ISAs as adopted for Luxembourg by the CSSF will always detect a material misstatement when it exists, Misstatements can arise from fraud or error and we considered material if, individually or taken together, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with EU Regulation N* 537/2014, the Law of 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report of the "réviseur d'entreprises agréé" to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

Report on other legal and regulatory requirements

We have been appointed as "réviseur d'entreprises agréé" by the General Meeting of the Shareholders on 30 September 2019 and the duration of our uninterrupted engagement, including previous renewals and reappointments, is 4 years.

The Group management report (from page 7 to page 108), which is the responsibility of the Board of Directors, is consistent with the consolidated financial statements and has been prepared in accordance with applicable legal requirements.

Building a better working world

The accompanying corporate governance report from page 223 to page 283 is the responsibility of the Board of Directors. The information required by article 68ter paragraph (1) letters c) and d) of the law of 19 December 2002 on the commercial and companies register and on the accounting records and annual accounts of undertakings, as amended, is consistent with the consolidated financial statements and has been prepared in accordance with applicable legal requirements.

We confirm that the audit opinion is consistent with the additional report to the audit committee or equivalent.

We confirm that the prohibited non-audit services referred to in EU Regulation No 537/2014 were not provided and that we remained independent of the Group in conducting the audit.

Ernst & Young
Société anonyme
Cabinet de révision agréé

Olivier Lemaire

Luxembourg, 8 July 2020

CONSOLIDATED INCOME STATEMENT
(Thousands of euros)

	Notes	12 months ended 31st March 2020	12 months ended 31st March 2019
Revenue		561,762	551,320
Cost of sales		(33,099)	(18,307)
Revenue Margin	8	**528,663**	**533,013**
Personnel expenses	9.1	(56,037)	(64,026)
Depreciation and amortization	10	(34,525)	(26,059)
Impairment loss	10	(74,917)	—
Gain / (loss) arising from assets disposals	2.4 & 10	(490)	—
Impairment loss on bad debts	20.2	(2,428)	1,866
Other operating expenses	11	(369,515)	(354,419)
Operating profit / (loss)		**(9,249)**	**90,375**
Interest expense on debt		(25,348)	(45,781)
Other financial income / (expenses)		(4,481)	(20,854)
Financial and similar income and expenses	12	**(29,829)**	**(66,635)**
Profit / (loss) before taxes		**(39,078)**	**23,740**
Income tax	13	(1,445)	(14,220)
Profit / (loss) for the year from continuing operations		**(40,523)**	**9,520**
Profit for the year from discontinued operations net of taxes		—	—
Consolidated profit / (loss) for the year		**(40,523)**	**9,520**
Non-controlling interest–Result		—	—
Profit and loss attributable to shareholders of the Company		**(40,523)**	**9,520**
Basic earnings per share (euro)	6	**(0.37)**	**0.09**
Diluted earnings per share (euro)	6	**(0.37)**	**0.08**

CONSOLIDATED STATEMENT OF OTHER COMPREHENSIVE INCOME
(Thousands of euros)

	12 months ended 31st March 2020	12 months ended 31st March 2019
Consolidated profit / (loss) for the year (from the income statement)	(40,523)	9,520
Income and expenses recorded directly in equity	**(3,980)**	**(894)**
Exchange differences	(3,980)	(894)
Total recognized income and expenses	(44,503)	8,626
a) Attributable to shareholders of the Company	(44,503)	8,626
b) Attributable to minority interest	—	—

CONSOLIDATED BALANCE SHEET STATEMENT
(Thousands of euros)

ASSETS	Notes	31st March 2020	31st March 2019
Goodwill	14	654,746	720,624
Other intangible assets	15	316,979	320,038
Property, plant and equipment	16	8,403	13,848
Non-current financial assets	19	2,597	5,690
Deferred tax assets	13.5	1,585	23
Non-current assets		**984,310**	**1,060,223**
Trade receivables	20.1	48,802	70,679
Other receivables	20.3	9,350	8,540
Current tax assets	13.4	7,568	14,948
Cash and cash equivalents	21	83,337	148,831
Current assets		**149,057**	**242,998**
TOTAL ASSETS		**1,133,367**	**1,303,221**

EQUITY AND LIABILITIES	Notes	31st March 2020	31st March 2019
Share capital		11,046	10,972
Share premium		974,512	974,512
Other reserves		(555,321)	(565,046)
Treasury shares		(3,320)	—
Profit and Loss for the period		(40,523)	9,520
Foreign currency translation reserve		(12,635)	(8,655)
Shareholders' equity	22	**373,759**	**421,303**
Non-controlling interest		—	—
Total equity		**373,759**	**421,303**
Non-current financial liabilities	24	489,368	423,274
Non-current provisions	25	7,643	7,194
Non-current deferred revenue	27	—	12,580
Deferred tax liabilities	13.5	32,465	36,237
Other non-current liabilities	27	7,951	—
Non- current liabilities		**537,427**	**479,285**
Trade and other payables	26	137,901	361,702
Current financial liabilities	24	48,228	10,999
Current provisions	25	17,696	11,340
Current deferred revenue	27	14,883	11,557
Current tax liabilities	13.4	3,473	7,035
Current liabilities		**222,181**	**402,633**
TOTAL EQUITY AND LIABILITIES		**1,133,367**	**1,303,221**

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
(Thousands of euros)

	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit & Loss for the period	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2019		10,972	974,512	(565,046)	—	9,520	(8,655)	421,303
Total recognised income / (expenses)		—	—	—	—	(40,523)	(3,980)	(44,503)
Capit al increases / (decreases)	22.1	74	—	(74)	—	—	—	—
Acquisitions & disposals of treasury shares	22.4	—	—	(1,055)	(4,946)	—	—	(6,001)
Transactions with treasury shares	22.4	—	—	(1,626)	1,626	—	—	—
Operations with members or owners		74	—	(2,755)	(3,320)	—	—	(6,001)
Payments based on equity instruments	23	—	—	2,962	—	—	—	2,962
Transfer between equity items		—	—	9,520	—	(9,520)	—	—
Other changes		—	—	(2)	—	—	—	(2)
Other changes in equity		—	—	12,480	—	(9,520)	—	2,960
Closing balance at 31st March 2020		11,046	974,512	(555,321)	(3,320)	(40,523)	(12,635)	373,759

	Notes	Share capital	Share premium	Other reserves	Treasury shares	Profit & Loss for the period 19,723	Foreign currency translation reserve	Total equity
Closing balance at 31st March 2018		10,866	974,512	(587,376)	—		(7,761)	409,964
Total recognised income / (expenses)		—	—	—	—	9,520	(894)	8,626
Capit al increases / (decreases)		106	—	(106)	—	—	—	—
Acquisition of treasury shares		—	—	—	(375)	—	—	(375)
Transactions with treasury shares		—	—	(375)	375	—	—	—
Operations with members or owners		106	—	(481)	—	—	—	(375)
Payments based on equity instruments	23	—	—	3,377	—	—	—	3,377
Transfer between equity items		—	—	19,723	—	(19,723)	—	—
Change in accounting policies		—	—	(288)	—	—	—	(288)
Other changes		—	—	(1)	—	—	—	(1)
Other changes in equity		—	—	22,811	—	(19,723)	—	3,088
Closing balance at 31st March 2019		10,972	974,512	(565,046)	—	9,520	(8,655)	421,303

CONSOLIDATED CASH FLOW STATEMENT
(Thousands of euros)

	Notes	12 months ended 31st March 2020	12 months ended 31st March 2019
Net profit / (loss)		(40,523)	9,520
Depreciation and amortization	10	34,525	26,059
Impairment and results on disposal of non-current assets	10	75,407	—
Other provisions		18,078	(2,851)
Income tax	13.1	1,445	14,220
Finance (income) / loss	12	29,829	66,635
Expenses related to share-based payments	23	2,962	3,377
Other non-cash items		(3,039)	(3,885)
Changes in working capital		(207,408)	(23,805)
Income tax paid		(12,635)	(13,807)
Net cash from operating activities		(101,359)	75,463
Acquisitions of intangible assets and property, plant and equipment		(30,001)	(28,870)
Acquisitions of financial assets		(20)	(58)
Proceeds from disposals of f inancial assets		277	119
Business combinations net of cash acquired	31	(6,456)	—
Net cash flow from / (used) in investing activities		(36,200)	(28,809)
Acquisition of treasury shares	22.4	(7,930)	(375)
Disposal of treasury shares	22.4	1,929	—
Borrowings drawdown		109,500	421,812
Reimbursement of borrowings		(3,099)	(428,482)
Interest paid		(23,740)	(35,074)
Other financial expenses paid		(1,816)	(26,369)
Interest received		20	9
Net cash flow from / (used) in financing activities	24.3	74,864	(68,479)
Net increase / (decrease) in cash and cash equivalents		(62,695)	(21,825)
Cash and cash equivalents at beginning of period	21	148,831	171,502
Effect of foreign exchange rate changes		(2,799)	(846)
Cash and cash equivalents at end of period		83,337	148,831

1. GENERAL INFORMATION

eDreams ODIGEO (formerly LuxGEO Parent S.à r.l.) was set up as a limited liability company (société à responsabilité limitée) formed under the Laws of Luxembourg on Commercial Companies on 14th February 2011, for an unlimited period, with its registered office located at 4, rue du Fort Wallis, L-2714 Luxembourg (the "Company" and, together with its subsidiaries, the "Group"). In January 2014, the denomination of the Company changed to eDreams ODIGEO and its corporate form from S.à r.l. to S.A. ("Société Anonyme").

eDreams ODIGEO and its direct and indirect subsidiaries (collectively the "Group") headed by eDreams ODIGEO, as detailed in note 34, is a leading online travel company that uses innovative technology and builds on relationships with suppliers, product know-how and marketing expertise to attract and enable customers to search, plan and book a broad range of travel products and services.

The accompanying consolidated financial statements for the year ended 31st March 2020 were approved by the Company's Board of Directors at its meeting on 7th July 2020 for submission for approval at the General Shareholders Meeting, which is expected to occur without modification.

2. SIGNIFICANT EVENTS DURING THE PERIOD ENDED 31ST MARCH 2020

2.1 Liquidity contract

On 29th April 2019, the Company entered into a liquidity contract with GVC Gaesco Beka, Sociedad de Valores, S.A. (the "Financial Intermediary") with the purpose of favouring the liquidity and regularity of the Company's shares quotation, within the limits established by the Company's General Shareholders Meeting and the applicable regulation, in particular, Circular 1/2017, of 26th April of the Spanish National Securities Market Regulator (Comisión Nacional del Mercado de Valores) on liquidity contracts ("Circular 1/2017").

The Financial Intermediary performs the operation regulated by the liquidity contract in the Spanish regulated markets, through the market of orders, according to the contracting rules, within the usual trading hours of these and as established in Rule 3 of Circular 1/2017.

The contract entered into effect on 29th April 2019 and had a duration of 12 months, tacitly renewable for a similar term.

On 16th December 2019, the Company agreed to suspend the liquidity contract, resulting from the approval of a treasury shares buy-back programme (see notes 2.2 and 22.4). On 6th February 2020, the Company has terminated the liquidity contract.

2.2 Share buy-back programme

On 16th December 2019, the Company resolved to implement a buy-back programme over its own shares for a maximum of 10,800,000 own shares and an aggregate value of €10 million (the "Buy-back Programme") in accordance with the authorization granted by the General Shareholders Meeting on 26th February 2019.

The Objective of the shares repurchased is to fund the Long-Term Incentive Plan for employees of the Company.

The shares are bought at market price, in accordance with price and volume conditions stated under article 3 of Commission Delegated Regulation (EU) 2016/1052.

The management of the Buy-back Programme was entrusted to Morgan Stanley & Co. International PLC, which has carried out the share acquisitions on behalf of the Company and has taken all acquisition decisions of the Company's shares independently from it.

The Buy-back Programme could be in force from 17th December 2019 to 17th June 2021. However, it could be finalized before that date if any circumstance that made it advisable arises, in the standard terms for these transactions.

On 24th March 2020, the Board of Directors resolved to terminate the Buy-back Programme early, as the Company had guaranteed the short-term compliance of its obligations derived from the existing incentive plans.

Additional information on treasury shares is included in note 22.4.

2. SIGNIFICANT EVENTS DURING THE PERIOD ENDED 31ST MARCH 2020 (Continued)

2.3 The 2019 Long-term incentive plan

The Board of Directors of the Company approved a new long-term incentive plan ("2019 LTIP") on 19th June 2019 to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

On 16th July 2019, the Group granted to certain employees 1,566,500 Potential Rights under the 2019 LTIP. As at 31st March 2020, a total of 1,609,500 Potential Rights have been granted under the 2019 LTIP.

The new LTIP will last for four years and is designed to vest around financial results publications between August 2022 and February 2026 (see note 23.2).

2.4 Operational optimization plan

On 28th May 2019, the Company announced an operational optimization plan to streamline operations to focus its efforts on its innovation and technology expertise. In line with the new operational structure, the Company's traditional customer service activities are now managed by partner companies. This organizational change ensures that eDreams ODIGEO is appropriately structured and better positioned to continue innovating and providing customers with a seamless travel experience as the leading one-stop-shop for travel in Europe.

In Barcelona, the Group reached an agreement with an international leader specialized in customer service solutions, to operate its customer service activities. The transfer of the assets to the new customer service activities operator gave rise to a loss on disposal of assets of €0.5 million.

The Company concluded the process of restructuring its customer service functions in Berlin and Milan. The Group carried out this process in close collaboration with employees in order to find the most suitable solution.

An expense of €9.0 million was recognized for the restructuring costs (€4.5 million in personnel expenses and €4.5 million in other operating expenses), of which €0.0 million remain as a provision in the balance sheet as at 31st March 2020.

2.5 Capital increases

On 21st August 2019, the Board of Directors resolved to issue share capital of €37,954.80 represented by 379,548 ordinary shares, at €0.10 each.

On 31st October 2019, the Board of Directors resolved to issue share capital of €36,444.30 represented by 364,443 ordinary shares, at €0.10 each.

The newly issued shares mentioned above have been delivered to the beneficiaries of the 2016 Long-term incentive plan (see note 23.1).

As a result of the new shares' issuance, the Company's share capital amounts to €11,046,304.30 and is represented by 110,463,043 shares with a face value of €0.10 per share.

2.6 Delivery of Treasury shares

On 19th February 2020 the Board of Directors resolved to deliver 353,188 treasury shares (see note 22.4) to the beneficiaries of the 2016 Long-term incentive plan (see note 23.1).

The number of treasury shares owned by the Company was enough to serve this delivery, and therefore no new shares were issued. As a result, the Company's share capital continues to amount to €11,046,304.30 and is represented by 110,463,043 shares with a face value of € 0.10 per share.

2.7 Change in composition of Board of Directors

On 26th August 2019, the Board of Directors appointed Thomas Vollmoeller as new Chairman and Independent Director, effective 1st January 2020. The shareholders approved his nomination as Independent Director during the Company's Annual General Meeting on 30th September 2019.

2. SIGNIFICANT EVENTS DURING THE PERIOD ENDED 31ST MARCH 2020 (Continued)

On 28th January 2020, the Board approved his nomination as member of the Remuneration Committee and Audit Committee.

This new appointment to the Board follows the resignation of Philip C. Wolf, who served as Chairman and Independent Director since 2015 and 2014, respectively, and until 31st December 2019.

On 24th March 2020, the Board of Directors appointed Carmen Allo as new Independent Director and Audit Chair, effective 1st April 2020. This decision is subject to shareholder approval at the next Annual General Meeting.

This new appointment to the Board follows the expiration on 31st March 2020 of Robert A. Gray's mandate as Vice Chairman and Independent Director since 2014.

2.8 Senior management

On 1st September 2019, Elena Koefman, who served as Chief People Officer, left the business after 5 years.

2.9 Authorization to issue shares

On 30th September 2019, the extraordinary general meeting of shareholders resolved to:

- Renew and grant the authorizations of the Board of Directors to issue shares subject to the terms of the authorized capital for a period of five years;
- Grant an additional authorization period to the Board of Directors to issue an additional number of shares to be issued to execute the long-term incentive plan program subject to the terms of the authorized capital for a period of five years;
- Authorize the Board of Directors to suppress the preferential subscription rights of existing shareholders in the framework of, and subject to the terms of such authorized capital;
- Authorize the Board of Directors to issue shares to employees and members of corporate bodies of the Group, without consideration, and for which no preferential subscription right of existing shareholders applies; and
- Amend the terms of the authorized capital and grant the authorizations to the Board to issue Board Issued Shares (without increasing the total amount of the authorized capital or amending the issued share capital).

2.10 IATA change in remittance period

On 23rd and 24th September 2019, IATA announced to travel agents in Spain and Italy the elimination of the one-month remittance period which has prevailed in these countries, to 10 days in Spain and 15 days in Italy, effective 1st January 2020.

In our view there is no legitimate reason for this unilateral change, which in Spain has been adopted despite the opposition of the Spanish Federation of Travel Agencies (CEAV). Accordingly, we together with CEAV have filed a lawsuit in the Madrid Court seeking an injunction to prevent IATA from enforcing the 10 day remittance period in Spain.

The Group has been impacted by the shortened remittance period with a reduction of trade payables and cash (see notes 21 and 26) on 31st March 2020 by approximately €8 million. This impact has been lower than expected due to the COVID-19 impact (see note 3.2). When volumes come back to pre COVID-19 level, we expect this change in remittance to impact the Group negatively by approximately €30 million.

On 12th June, the injunction has been denied. The Group is analyzing the decision and considering the options.

2.11 Acquisition of Waylo

The Group announced on 27th January 2020 that it entered into a purchase agreement with RoamAmore Inc., a Silicon Valley-founded business that operates the hotel Booking platform TheWaylo.com.

2. SIGNIFICANT EVENTS DURING THE PERIOD ENDED 31ST MARCH 2020 (Continued)

This purchase provides eDreams ODIGEO with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow the Company to further grow its hotel and dynamic packages offering with additional content from thousands of hotels worldwide.

The closing of the transaction took place on 12th February 2020. The total purchase consideration was €9.5 million (see note 31).

The expenses related to Merger and Acquisitions projects are included in other operating expenses as adjusted expenses.

2.12 Temporary reduction of working hours

On 31st March 2020, the Group filed an application with the Labour Authority to request that it verifies the existence of a force majeure event−the loss of activity as a direct consequence of COVID-19, pursuant to article 22 of Royal Decree-law 8/2020 of the Spanish Law, of 17th March 2020, of urgent extraordinary measures to deal with the economic and social impact of COVID-19 to carry out a temporary reduction of working hours or "ERTE", the Spanish acronym for an Expediente de Regulación Temporal de Empleo.

The ERTE application implies a temporary reduction of 40% of the working hours, with a proportional reduction of the affected employees' remuneration, and will be applied between April 2020 and 30th September 2020 (or its extensions allowed by regulation).

During the period in which the ERTE is applied, the affected employees will collect public unemployment benefits in the terms of the applicable regulations. In addition, the Company will complement these benefits so that the affected employees effectively receive 80% of their net remuneration. The Company will benefit from certain exemptions (between 75% and 25%) of the Social Security contribution corresponding to the reduction of working hours.

The ERTE affects 985 employees of the Company, 90% of its global workforce. The ERTE will not apply to some collectives, such as the employees that perform customer service roles.

2.13 Redomicile to Spain

On 31st March 2020, the Group announced a plan to move the Group's registered seat from Luxembourg to Spain, to achieve organizational and cost efficiencies. The Group is taking the necessary steps for the redomicile. The Shareholder Meetings required to execute the move will be convened and take place in the following months.

3. BASIS OF PRESENTATION

3.1 Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union, and the figures are expressed in thousands of euros.

3.2 Impact of COVID-19

COVID-19 was initially detected in China in December 2019, and over the subsequent months the virus spread to other regions, including to our main markets in Europe. On 11th March 2020, the World Health Organization declared that the rapidly spreading COVID-19 outbreak was a global pandemic.

In response to the pandemic, many countries have implemented measures such as "stay-at-home" policies, travel restrictions and other community and physical distancing measures such as the cancellation of mass gatherings, closure of educational institutions and public spaces.

These measures have led to a significant decrease in Bookings across the travel sector, as well as an unparalleled level of flight cancellations. They have forced many of our business partners, such as airlines and hotels, to seek government support to continue operating, to drastically reduce their service offerings or to suspend operations altogether.

3. BASIS OF PRESENTATION (Continued)

Further, these measures have materially adversely affected, and may further affect, travelers' behaviours, even if we still believe the desire to travel, explore and experience the world is undiminished and will return.

Due to the strength of our finances and the mitigating actions taken during the pandemic our business will emerge strongly and well positioned from the crisis.

However, due to the uncertainty of the situation, the Company is unable to estimate precisely the impact that the COVID-19 pandemic will have on its business going forward.

Management has always adopted a prudent approach to its cost base and capital expenditure. Under the current circumstances, the Group has implemented cost-saving measures to minimize the temporary impact of the health crisis, such as the temporary reduction of working hours explained in note 2.12.

The Group has access to funding from its €175 million SSRCF (of which, €109.5 million has been drawn down as at 31st March 2020) to manage the liquidity requirements of its operations. In April 2020 the Group obtained a 12 months waiver from its lenders regarding the only covenant of Gross Leverage Ratio of the SSRCF, achieving further financial flexibility for the Group (see notes 24 and 33.1).

We will have sufficient funding available to increase marketing spend to meet the anticipated increase in demand and to capitalize on commercial opportunities that present themselves. Even in pessimistic scenarios we will be able to protect our leading market position for any paced recovery in demand.

The consolidated financial statements have been prepared on a going concern basis, as Management considers that the Group is in a strong financial and liquidity position and that prudent management actions since the beginning of the crisis have secured the Group's position to ensure a rapid return to full operational effectiveness once normal activity resumes.

The main impacts of COVID-19 on the Group for the year ended 31st March 2020 are as follows:

- Reduction of trading activities in the last weeks of February and the month of March, with year- on-year reductions of 53% in the last 5 weeks of the financial year and up to 95% in Bookings at the end of the month. As a direct consequence of this drop in volume of Bookings, the amount of trade receivables, cash and cash equivalents and trade payables have significantly decreased in comparison to the year ended 31st March 2019 (see notes 20, 21 and 26).
- As a result of the deterioration of the Company's business due to the COVID-19 pandemic, the projections used for the impairment test calculation have declined in value. Given the unprecedented uncertainty related to the COVID-19 pandemic, Group Management has prepared 4 different scenarios of projections, depending on the duration of the impact from the pandemic and the shape and timing of the subsequent recovery (see notes 17 and 18). The Group has recorded an impairment charge on Goodwill and Brand for €65.2 million and €8.9 million, respectively.
- Forward looking information for the calculation of the impairment loss on trade receivables includes consideration of the impact of COVID-19 on the financial situations of our customers. A deep analysis, especially for airlines, has been carried out to estimate potential significant financial difficulties. To reflect the additional expected credit losses linked to COVID-19 , an impairment of €3.1 million has been recognized (see note 20).
- As a direct consequence of the travel restrictions the volume of cancellations has and might in the future significantly increase, which negatively impacts our commission revenue. Additional operational provisions have been recognized by the Group for €9.2 million compared with previous year (see note 20).
- Another consequence of the "stay-at-home" practices, travel restrictions and the increased risk of bankruptcies from our travel suppliers, is the higher volume of Booking cancellations, exposing the Group to higher risk of customer chargebacks. Voluntary chargebacks and refunds from Booking cancellations are claimed by the Group to its suppliers, as it is its right. To cover this risk, an additional provision for chargebacks has been recognized for €9.2 million (see note 25).

3. BASIS OF PRESENTATION (Continued)

The scope of the future effects of the COVID-19 pandemic on the Group's operations, cash flows and growth prospects is very uncertain and depends on future developments. These include, among others, the severity, extent and duration of the pandemic and its impact on the travel industry and consumer spending in general.

Even when the economic and operating conditions improve, the Group can not predict the long-term effects of the pandemic on its business or on the travel industry in general. If the COVID-19 pandemic radically changes the travel industry in ways that are damaging to the operating model of the Company, the Company's business may be adversely affected even as the global economy recovers in general.

3.3 New and revised International Financial Reporting Standards

The Group applies IFRIC 23 Uncertainty over Income Tax Treatments for the first time in the year ended 31st March 2020. The Interpretation did not have an impact on the consolidated financial statements of the Group, other than the reclassification of uncertain tax assets and liabilities from the headings "Non-current financial assets" and "Provisions" to the headings "Deferred tax assets" and "Deferred tax liabilities" (see note 13.5).

Several other amendments and interpretations apply for the first time in the year ended 31st March 2020, but do not have an impact on the consolidated financial statements of the Group.

The Group has not early adopted any standards, interpretations or amendments that have been issued but are not yet effective.

The Group intends to adopt the standards, interpretations and modifications to the standards issued by the IASB, which are not yet mandatory in the European Union, when they come into force, if applicable. Based on the assessment made to date, the Group estimates that the adoption of these new pronouncements will not have a significant impact on the consolidated financial statements in the initial period of application.

3.4 Use of estimates and judgements

In the application of the Group's accounting policies, the Board of Directors is required to make judgements, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered relevant, including the COVID-19 impacts explained in note 3.2. Actual results may differ from these estimates.

These estimates and assumptions mainly concern the measurement of intangible assets other than goodwill, the measurement of the useful life of fixed assets, the measurement of internally generated assets, purchase price allocation and allocation of goodwill, impairment testing of the recoverable amount, accounting for income tax, analysis of recoverability of deferred tax assets, and accounting for provisions and contingent liabilities.

3.5 Changes in consolidation perimeter

On 9th July 2019, eDreams S.r.L. merged as absorbing entity with Opodo Italia S.r.L. On 15th November 2019, Findworks Technologies Bt., was dissolved.

3.6 Comparative information

The Directors present, for comparative purposes, together with the figures for the year ended 31st March 2020, the previous period's figures for each of the items on the annual consolidated balance sheet statement, consolidated income statement, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated cash flow statement and the quantitative information required to be disclosed in the consolidated financial statements.

3.7 Working capital

The Group had negative working capital as of 31st March 2020 and 2019, which is a common circumstance in the business in which the Group operates and considering its financial structure. It does not present any impediment to its normal business.

3. BASIS OF PRESENTATION (Continued)

The Group's €175 million Super Senior Revolving Credit Facility ("SSRCF") is available to fund its working capital needs and Guarantees, of which 109.5M are drawn down as at 31st March 2020 (see note 24).

4. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared on the historical cost basis except for certain properties and financial instruments that are measured at revalue amounts or fair values, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets. The principal accounting policies are set out below.

4.1 Basis, scope and methods of consolidation

The consolidated financial statements incorporate the financial statements of eDreams ODIGEO and entities controlled by the Company (its subsidiaries) up to 31st March each year. Control is achieved where the Company has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

The results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the effective date of acquisition and up to the effective date of disposal, as appropriate. Total comprehensive income of subsidiaries is attributed to the owners of the Company and to the non- controlling interests, even if this results in the non-controlling interests having a deficit balance.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with those used by the Group. All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognized directly in equity and attributed to owners of the Company.

All entities directly or indirectly controlled by the Company have been consolidated by the full consolidation method.

4.2 Business combinations

Acquisitions of businesses are accounted for using the acquisition method. The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of the assets transferred, liabilities incurred and the equity interests issued by the Group in exchange for control of the acquiree. Acquisition-related costs are generally recognized in profit or loss as incurred.

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer's previously held equity interest in the acquiree over the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed.

When the consideration transferred by the Group in a business combination includes assets or liabilities resulting from a contingent consideration arrangement, the contingent consideration is measured at its acquisition-date fair value and included as part of the consideration transferred in a business combination.

Changes in the fair value of the contingent consideration that qualify as measurement period adjustments within the first 12 months are adjusted retrospectively, with corresponding adjustments against goodwill. Other changes in the fair value of the contingent consideration are recognized in profit or loss.

4.3 Goodwill

Goodwill arising on an acquisition of a business is not amortized but carried at cost as established at the date of acquisition (see above) less accumulated impairment losses, if any.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

For the purposes of impairment testing, goodwill has been allocated to each market, except Metasearch and Connect (which are their own cash generating units "CGU"), level at which the business is managed, the operating decisions are made and the operating performance is evaluated.

The carrying value of the assets allocated to CGU is tested for impairment annually, or more frequently when there is indication that the unit may be impaired. If the recoverable amount of these assets is less than their carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit.

Any impairment loss for goodwill is recognized directly in profit or loss in the consolidated income statement and is not subsequently reversed.

4.4 Revenue recognition

See in the Glossary of Definitions annex definitions of terms (specific in the sector) in order to better understand the Group Revenue recognition accounting principles.

All Revenue of the Group is revenue from contracts with customers.

The Group makes travel and travel related services available to customers and travelers directly through its websites. The Group generates its revenue from the mediation services regarding the supply of (i) flight services including air passenger transport by regular airlines and LCC flights as well as travel insurance in connection with, (ii) non-flight services, including non-air passenger transport, hotel accommodation, Dynamic Packages (including revenue from the flight component thereof) and travel insurance for non-flight services. Our revenue is earned through service fees, commissions, incentive payments received from suppliers and in specific cases, margins. The Group also receives incentives from its Global Distribution System (GDS) service providers based on the volume of supplies mediated by the Group through the GDS systems. In addition to the above travel-related revenue generated under the agency and principal models, the Group also generates revenue from non-travel related services, such as revenue for the supply of advertising services on our websites, commissions received from credit card companies and fees charged on toll calls.

The Group recognizes revenue when (i) there is evidence of a contractual relationship in respect of services provided, (ii) the separate performance obligations in the contract are identified, (iii) the transaction price is determinable and collectability is reasonably assured, (iv) the transaction price is allocated to the separate performance obligation, and (v) the services are provided to the customer (performance obligation satisfied). The Group has evidence of a contractual relationship when the customer has acknowledged and accepted the Group's terms and conditions that describe the service rendered as well as the related payment terms. The Group considers revenue to be determinable when the product or service has been delivered or rendered in accordance with the said agreement.

Revenue is recognized at the fair value of the consideration received or receivable and represents amounts receivable for services provided in the ordinary course of business net of VAT and similar taxes.

Where the Group acts as a disclosed agent (i.e., bears no inventory risk and is not the primary obligor in the arrangement), revenue is recognized on a "net" basis, with revenue representing the mediation fees and commissions. Such revenue comprises the supply of mediation services in respect of scheduled air passengers, hotels, car rentals and most the travel packages. For Direct Connects, the Group usually passes reservations booked by customers to the travel supplier and revenue represents the service fee charged to the customer. The Group has limited, if any, ability to determine or change the services supplied and the customer is responsible for the selection of the service supplier. Booking is then secured when no further obligation is supported by the Group.

Where the Group acts as a disclosed agent, additional income (travel supplier over-commissions) may accrue based on the achievement of certain sales targets during a certain agreed period. The Group therefore accrues such income where it is considered highly probable that agreed targets will be met and the amount to be received is quantifiable. Where it is probable that the agreed targets will be met, revenue is recognized based on the percentage of total agreed over-commissions achieved at reporting date.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

In other cases where the Group acts as a principal and purchases travel services for onwards supply or is the primary obligor in the arrangement, revenue is recognized on a "gross" basis. The revenue comprises the gross value of the service supplied to the customer, net of VAT, with any related expenditure charged as cost of sales. Such revenue comprises sales in respect of certain hotel accommodation by a designated company of the Group, whereby the company buys hotel accommodation from hoteliers for onwards supply to its customers at a price determined by the Group company. In this case, the Company has primary responsibility for the hotel accommodation.

Reporting revenue on a "gross" versus "net" basis depends on whether the Company is considered to act as principal or as disclosed agent in its transactions. The Company has to assess whether the Company controls the services before being supplied to the customer. In performing this assessment, the Company considers the contractual relationship between the parts as well as other relevant facts and circumstances. This analysis is performed using various criteria such as, but not limited to, whether the Group is primarily responsible for fulfilling the promise to provide the specified good or service, the Group has inventory risk or has discretion in establishing price, has discretion in supplier selection.

Basis of Revenue Recognition

The table below summarizes the revenue recognition basis for the Group's income streams.

Income stream	Basis of revenue recognition
Scheduled flight mediation services	Date of Booking
Airline incentives	Accrued based on meeting sales targets
GDS incentives	Date of Booking
Hotel mediation revenue	Date of Booking
Car mediation revenue	Date of Booking
Dynamic Packages mediation revenue (including the flight portion thereof)	Date of Booking
Vacation package revenue	Date of departure
Advertisement services revenue	Date of display
Metasearch	Date of click or date of purchase
Insurance mediation revenue	Date of Booking
Cancellation and Modification for any reason	Accrued based on service period
Prime product	Accrued based on usage

For flight mediation services, net revenue is recognized upon the completion of the Booking as the Group does not assume any further performance obligation to its customers after the flight tickets has been issued by the airline.

Additionally, the Group uses Global Distribution System (GDS) services to process the Booking of travel services for its customers. Under GDS service agreements, the Group earns revenue in the form of an incentive payment for each segment that is processed through a GDS service provider. This revenue is recognized at the time the Booking is processed.

The Group also receives incentives from airlines for its mediation services, which it recognizes at the time of Booking.

In the event of the cancellation of a Booking, commissions earned are reversed.

In case of commissions for mediation services regarding hotel accommodation, Dynamic packages, car rental and packaged products, net revenue is recognized at the date of Booking. However, a provision is recognized to cover the risk of cancellation of the Bookings made with departures after closing date. This provision has been calculated to cover the loss on commission in accordance with the historical average cancellation rate by markets (see note 20.1, "Provision for Booking cancellation")

The Group generates other revenue, which primarily comprise revenue from advertising and metasearch activities. Such revenue is derived primarily from the delivery of advertisements on the various websites the Group operates and is recognized at the time of display or over the advertising delivery period,

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

depending on the terms of the advertising contract, as well as for searches, clicks and purchases generated by our metasearch activities.

The revenue recognition policy for advertising revenue is at the date of publication over the delivery period.

Regarding metasearch services, the revenue is recognized, depending on the particular agreement, at the date of click or date of purchase.

Regarding insurance mediation revenue, it is recognized at the date of Booking, as it is when the Group provides its mediation service.

For the supply of the new services launched in the previous year of Cancellation or Modification for any reason, the service fee regarding this service is accrued based on the period during which the customer has the option to cancel or modify the Booking.

For the Prime product, the revenue is accrued based on use during the life period of the product. During the year, the Group has changed the estimation on the use during the life period, going from a straight-line linearization to an estimation based on usage. This change in estimation has led to a lower recognition of revenue during the year by €2.5 million.

However, if the judgments regarding revenue are inaccurate, actual revenue could differ from the amount the Group recognizes, directly impacting our reported revenue.

The timing of revenue recognition, invoicing and cash collections results in invoiced trade receivables, accrued income (contract assets), and deferred income (contract liabilities) on the Consolidated Balance Sheet. Generally, invoicing occurs subsequent to revenue recognition, resulting in contract assets. However, we sometimes receive advances before revenue is recognized, resulting in contract liabilities.

4.5 Cost of sales

Cost of sales primarily concerns of direct costs associated with the supply of travel services as principal with the aim to generate revenue, mainly relating to the supply of certain hotels. The cost of sales is generally variable in nature and is primarily driven by transaction volumes.

4.6 Operating profit

Operating profit consists of Revenue Margin, after deducting personnel expenses, other operating income / expenses, depreciation and amortization and charges net of reversals to provisions.

4.7 Finance result

Finance result consists in income and expense relating to the Group's net financial debt during the accounting period, including gains and losses on the corresponding interest rate and foreign exchange rate hedges.

4.8 Leasing

The Group opted for the voluntary earlier application of IFRS 16 Leases as of 1st April 2018.

At inception of a contract, the Group assesses whether a contract is, or contains, a lease, based on the following characteristics:

- The contract involves the use of an identified asset that is physically distinct or represents substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- The Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- The Group has the right to direct the use of the asset, that is, the Group has the decision-making rights that are most relevant to changing how and for what purpose the asset is used.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Group recognizes a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site at which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimate useful lives of right-of-use assets are determined on the same basis as those of property, plant and equipment assets. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, for its office leases, the Group uses its incremental borrowing rate as the discount rate.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets in "Property, Plant and Equipment" and lease liabilities in "Financial Liabilities" in the Consolidated balance sheet statement.

The Group has elected not to recognize right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less, and leases of low-value assets. The Group recognizes the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

4.9 Foreign currencies

In preparing the financial statements of each individual group entity, transactions in foreign currencies (i.e. currencies other than the Euro, the Company's functional currency) are recognized at the rates of exchange prevailing at the dates of the transactions.

At the end of each reporting period, monetary items denominated in foreign currencies are converted at the rates prevailing at that date.

Exchange differences on monetary items are recognized in profit or loss in the period in which they arise.

Non-monetary items carried at fair value that are denominated in foreign currencies are converted at the rates prevailing at the date when the fair value was determined. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

For the purposes of presenting consolidated financial statements, the assets and liabilities of the Group's foreign operations are translated into Euros using exchange rates prevailing at the end of each reporting period. Income and expense items are translated at the average exchange rates for the period. Exchange differences arising, if any, are recognized and accumulated in equity.

Goodwill and fair value adjustments on identifiable assets and liabilities acquired arising on the acquisition of a foreign operation are translated at the closing rate of exchange. Exchange differences arising are recognized in equity.

4.10 Retirement benefits costs

Defined contribution plans

Based on the provisions of the Collective Agreement applicable to different Group companies, the Group has a defined contribution plan with employees. A defined contribution plan is a plan whereby the Group

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

makes fixed contributions to a separate entity and has no legal, contractual or constructive obligation to make additional contributions if the separate entity does not have sufficient assets to meet the commitments undertaken. Once the contributions have been paid, the Group has no additional payment obligations.

Contributions are recognized as employee benefits when they accrue. Benefits paid in advance are recognized as an asset to the extent that there is a cash refund or a reduction in future payments.

Defined benefit plans

Defined benefit plans establish the amount of the benefit the employee will receive on retirement, normally based on one or more factors such as age, years of service and remuneration.

The liability recognized in the balance sheet is the present value of the obligation in respect of defined benefits on the balance sheet date less the fair value of the plan assets, and adjustments for unrecognized past service costs. The obligation in respect of defined benefits is measured by independent actuaries using the projected unit credit method. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows, using the interest rates on high quality business bonds denominated in the same currency as what will be used to pay the benefits, with maturity periods similar to those of the corresponding obligations.

In countries where there is no market for such bonds, the market rates of government bonds are used. Actuarial gains or losses arising from adjustments based on experience and changes in the actuarial assumptions are charged or credited to other comprehensive income in the period in which they arise.

Past service costs are recognized immediately in the result, unless they arise as a result of changes in the pension plan and they are subject to the continuity of employees in service during a specified time (vesting period). In this case, past service costs are amortized using the straight-line method over the vesting period.

4.11 Share-based payment arrangements

Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of the value of the equity instruments that will eventually vest, with a corresponding increase in equity. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to vest.

The impact of the revision of the original estimates in equity-settled share-based payments, if any, is recognized in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity-settled employee benefits reserve.

The value of the plan depends only on internal conditions and they are valued at the market value of the share on granting date, multiplied by the probability of meeting the Conditions. The probability is updated and reestimated at least yearly, but the market value of the share at granting date is maintained without any change. At the time of delivery of the shares, the estimated probability of delivery is updated to the real delivery (but the value per share remains the same-the one at granting date).

4.12 Taxation

Income tax represents the sum of current tax and deferred tax.

Current tax

The current tax is based on the taxable profit for the year in the relevant countries. Taxable profit may differ from the profit reported in the consolidated income statement due to income or expense that are taxable or deductible in other years and items that are permanently exempt or permanently non- deductible for taxation purposes. The Group's liability for current tax is calculated by using the tax rates in the relevant countries that have been enacted or substantively enacted by the end of the reporting period.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the consolidated financial statements and the corresponding tax bases used in the computation of the taxable profit according to the taxation rules in the relevant countries. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets generated by tax loss carried forward and tax credits carried forward are only recognized to the extent that it is probable that these tax losses and tax credits will be offset against taxable profits respectively against income tax due during the testing period taking into account local limitations regarding the utilization of tax losses and tax credits.

Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that sufficient taxable profits will be available against which those deductible temporary differences can be offset. No deferred tax assets and liabilities are recognized if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the deferred asset to be recovered.

Deferred tax assets and liabilities are measured at enacted or substantively enacted tax rates that apply or are expected to apply in the period in which the temporary difference shall crystallize.

Deferred tax assets and liabilities are only offset if:

- there is a legally enforceable right to set off current tax assets against current tax liabilities, and
- the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority

on either:

- the same taxable entity; or
- different taxable entities which intend to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities or assets are expected to be settled or recovered.

4.13 Intangible assets

Intangible assets acquired separately

Intangible assets with finite useful lives that are acquired separately are carried at cost less accumulated amortization and accumulated impairment losses. Amortization is recognized on a straight-line basis over their estimated useful lives as follows:

	Useful life (Years)
Brands	Indefinite
Licenses	2–5
Trademarks and domains	10
Software	3–5
Software of the group common platform	7
Other intangible assets	3–5

The estimated useful life and amortization method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

Internally-generated intangible assets-research and development expenditure

Expenditure on research activities is recognized as an expense in the period in which it is incurred.

An internally-generated intangible asset arising from the Group's development of its website operating platform and related back office systems is recognized if, and only if, all of the following have been demonstrated:

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

- an asset is created that can be identified (such as software and new processes);
- it is probable that the asset created will generate future economic benefits; and
- the development cost of the asset can be measured reliably.

The revenue associated with the capitalization of internally-generated intangible assets is classified in the profit and loss statement according to the nature of the development cost of the asset.

Where no internally-generated intangible asset can be recognized, development expenditure is recognized in profit or loss in the period in which it is incurred.

Subsequent to initial recognition, internally-generated intangible assets are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

Intangible assets acquired in business combinations

Intangible assets acquired in a business combination and recognized separately from goodwill are initially recognized at their fair value at the acquisition date (which is regarded as their cost).

Subsequent to initial recognition, intangible assets acquired in a business combination are reported at cost less accumulated amortization and accumulated impairment losses, on the same basis as intangible assets that are acquired separately.

With regard to trademarks, the royalty-based approach has been adopted. This involves estimating the value of the trademark by reference to the levels of royalties demanded for the use of similar trademarks, based on revenue forecasts drawn up by the Group.

This approach is based on a qualitative analysis of the trademark in order to ensure that the assumptions selected are relevant. The discount rate used is based on the weighted average cost of capital (WACC) for the target acquired.

Derecognition of intangible assets

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

4.14 Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Depreciation is recognized so as to write off the cost or valuation of assets using the straight-line method. The estimated useful lives and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

Assets held under finance leases are depreciated over their expected useful lives on the same basis as owned assets or, where shorter, the term of the relevant lease.

	Useful life (Years)
General Installations / Technical Facilities	5–8
Furniture	5–8
Comput er Hardware	3–5
Transport equipment	4
Other items of property, plant and equipment	5

Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Derecognition of property, plant and equipment

Property, plant and equipment is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of property, plant and equipment, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

Impairment of property, plant and equipment and intangible assets other than goodwill

At the end of each reporting period, the Group reviews the carrying amounts of its property, plant and equipment and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss (see methodology used in note 17). If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any).

Where it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected flows of each of the markets.

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

4.15 Provisions

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

When it is only possible that the Group will be required to settle the obligation, the contingency is disclosed in the note for Contingencies.

4.16 Financial instruments

Financial assets and financial liabilities are recognized when a Group entity becomes a party to the contractual provisions of the instrument.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are measured at amortized cost using the effective interest method, less any impairment.

Interest income is recognized by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Effective interest method

The effective interest method is a method of calculating the amortized cost of a debt instrument and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the debt instrument, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Impairment of trade receivables

The Group applies the simplified approach to Expected Credit Losses for trade receivables and contract assets (“accrued income”), as required by IFRS 9. The Group recognizes a loss allowance based on lifetime Expected Credit Losses. The Group has established a provision matrix by type of customer that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Derecognition of financial assets

The Group derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Group recognizes its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognize the financial asset and also recognizes a collateralized borrowing for the proceeds received.

Cash and cash equivalents

Cash and cash equivalents comprise cash in hand and short-term deposits and other short-term highly liquid investments that are readily convertible to cash and are subject to an insignificant risk of changes in value.

4.17 Financial liabilities and equity instruments

Classification as debt or equity

Debt and equity instruments issued by a Group entity are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Group are recognized at the proceeds received, net of direct issue costs.

Treasury shares

Own equity instruments that are reacquired (treasury shares) are recognized at cost and deducted from equity.

4. SIGNIFICANT ACCOUNTING POLICIES (Continued)

No gain or loss is recognized in profit or loss on the purchase, sale, issue or cancellation of the Group's own equity instruments. Any difference between the carrying amount and the consideration, if reissued, is recognized in other reserves.

Other financial liabilities

Other financial liabilities are initially recognized at the fair value of the consideration received.

Other financial liabilities (including borrowings) are subsequently measured at amortized cost using the effective interest method.

The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the net carrying amount on initial recognition.

Derecognition of financial liabilities

The Group derecognizes financial liabilities when, and only when, the Group's obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

4.18 Current / Non-current classification

Current assets are considered to be those related to the normal cycle of operations (considered for the Group to be one year); assets which are expected to expire, be disposed of or realized in the short term as from year-end; financial assets held for trading (except for financial derivatives to be settled later than one year); and cash and other equivalent liquid assets. Assets that do not meet these requirements are classified as non-current.

Likewise, current liabilities are those related to the ordinary cycle of operations, financial liabilities held for trading, with the exception of financial derivatives to be settled later than one year, and in general all obligations that will expire or terminate in the short term. If this is not the case, they are classified as non-current.

4.19 Related party transactions

The Group performs all its transactions with related parties on an arm's length basis. Also, the transfer prices are adequately supported and, therefore, the Group Directors consider that there are no material risks in this connection that might give rise to significant liabilities in the future.

5. RISK MANAGEMENT

5.1 Financial Risks

Credit risk: Our cash and cash equivalents are held with financial entities with strong credit ratings.

Our credit risk is mainly attributable to business-to-business customer receivables. These amounts are recognized in the consolidated balance sheet statement net of provision for doubtful receivables, which is estimated by our management in establishing a provision matrix by type of customer, based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment. One of our customers' transactions represent a proportion higher than 10% of the revenue (see note 7).

Interest rate risk: Most of our financial debt is exposed to fixed interest rates. Of our debt, only the Super Senior Revolving Credit Facility ("SSRCF") bears interest at a variable rate (see note 24). Historically we have only drawn loans under the SSRCF for intra-month working capital purposes, but as at 31st March 2020, the SSRCF has been drawn down for €109.5 million related to the cash decrease due to COVID-19 (see note 3.2).

5. RISK MANAGEMENT (Continued)

Liquidity risk: In order to meet our liquidity requirements, our principal sources of liquidity are: cash and cash equivalents from the balance sheet statement, cash flow generated from operations and the revolving credit facilities under our SSRCF to fund cash requirements and supplier guarantees.

Exchange rate risk: The exchange rate risk arising from our activities has basically two sources: the risk arising in respect of commercial transactions carried out in currencies other than the functional currency of each company of the Group and the risk arising on the consolidation of subsidiaries that have a functional currency other than the euro.

In relation to commercial transactions, we are principally exposed to exchange rate risk as the Group operates with the Pound Sterling and the US Dollar. The exchange rate risk arises on future commercial transactions and on assets and liabilities denominated in a foreign currency.

However, the volume of our sales and purchases in foreign currency (other than the local currency of each of the subsidiaries) is of little relevance compared to our total operations.

Additionally, the Group is also exposed to exchange rate risk on the Swedish Krona due to non-monetary assets denominated in this currency (mainly the Goodwill corresponding to Nordics). Fluctuations on the Swedish Krona impact the value of the assets and the value of the foreign currency translation reserve in equity.

The following tables demonstrate the sensitivity to a reasonably possible change in US Dollar (USD), British Pound (GBP) and Swedish Krona (SEK) exchange rates, with all other variables held constant.

	+5%	- 5%	+10%	- 10%
Effect on Profit before Tax of a change in Exchange rate:				
GBP	431	(476)	823	(1,005)
USD	195	(216)	373	(456)
Effect on Equity of a change in Exchange rate:				
SEK	(783)	865	(1,494)	1,826

The impact on the Group's profit before tax is due to changes in the fair value of monetary assets and liabilities.

The impact on the Group's equity is due to changes in value of the Group's foreign operations and Goodwill in the Nordics.

Exposure to changes on the US Dollar and British Pound would not have significant impacts on pre-tax Equity (other than Profit before Tax).

Exposure to changes on the Swedish Krona would not have significant impacts on Profit before Tax.

The Group's exposure to foreign currency changes for all other currencies is not significant.

5.2 Travel Industry Risks

Global pandemics (such as the current COVID-19 outbreak, see note 3.2) and subsequent threat to traveler health & safety, worldwide economic shutdown, and closure of national borders and airspace.

The occurrence of localized events affecting travel safety, such as natural disasters, political and social instability, wars and terrorist activity or localized epidemics.

General economic and political conditions in the core markets in which we operate (such as Brexit). The revenue is directly related to the overall level of travel activity, which is, in turn, largely dependent on discretionary spending levels. Discretionary spending generally declines during recessions and other periods in which disposable income is adversely affected.

Changes in current laws, rules and regulations and other legal uncertainties. The Group operates in a highly regulated industry. The business and financial performance could be adversely affected by unfavourable changes in, or interpretations of, existing laws, rules and regulations, or the promulgation of new laws, rules and regulations applicable to us and our businesses.

5. RISK MANAGEMENT (Continued)

Deterioration in the financial condition or restructuring of operations of one or more of the major suppliers. As the Group is an intermediary in the travel industry, a substantial portion of the revenue is affected by the fares and tariffs charged by our suppliers, including airlines, GDSs, hotels and rental car suppliers, and the volume of products offered by the suppliers.

Conditions required for obtaining and maintaining certain licenses or accreditations, especially IATA. Regulatory authorities could prevent or temporarily suspend the Group from carrying on some or all activities or otherwise penalize if the practices are found not to comply with the then-current regulatory or licensing requirements or any interpretation.

Exposure to seasonal fluctuations and impact on comparability of quarterly and yearly results

Dependence on the level of Internet penetration. A slowing in the growth of internet penetration, or a fall, could adversely affect the growth prospects and the business, financial condition and results of operations.

5.3 Business Risks

Failures in technology systems: system interruption or cyberattack, and effectiveness of response plans, relaying on own and suppliers' computer systems to attract customers to websites and apps and to facilitate and process transactions.

Processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental and / or industry regulation, conflicting law requirements and differing views of personal privacy rights, and we are exposed to risks associated with online commerce security.

Changes in search engine algorithms and search engine relationships. Utilization of significant and increasing extent Internet search engines, principally through the purchase of travel-related keywords and inclusion in metasearch results, to generate traffic. Search engines, frequently update and change the logic that determines the placement and display of results of a consumer's search, such that the purchased or algorithmic placement of links to the websites can be affected.

Competition for advertising and metasearch revenue is intense and may adversely affect our ability to operate profitably.

Innovation, product diversification and ability to keep up with rapid technological changes, and success of execution of changes. The success depends on continued innovation and the ability to provide features that make the websites and mobile apps user-friendly for travelers. The competitors are constantly developing innovations in online travel-related products and features.

Dependence on significant third party supplier relationships for content, commissions, incentive payments, advertising and metasearch revenue, systems, processing and fees.

Competitive landscape of the travel industry, such as other online travel agents, travel suppliers, online portals and search engines and traditional travel agencies and tour operators. Rapidly changing market, with many players.

Adverse tax events. The estimated net result is based on tax rates which are currently applicable, as well as current legislation, jurisprudence, regulations and interpretations by local tax authorities. Tax authorities may take positions which differ from the position taken by the Company.

Human capital retention of highly skilled personnel and ability to attract and retain executives and other qualified employees is crucial to the results of operations and future growth.

Evolving customer demand, self-sufficiency, fee sensitivity, increased awareness due to the evolution of social media.

Reliance on the value and strength of our brands, any failure to maintain or enhance customer awareness of the brands could have a material adverse effect on the business, financial condition and results of operations. In addition, the costs of maintaining and enhancing the brand awareness are increasing and the strength of the brands is directly related to the cost of customer acquisition.

5. RISK MANAGEMENT (Continued)

The ability to successfully grow the business via merger or acquisition, and the optimization of cost and the efficiency of integration of new businesses.

Exposure to risks associated with Booking and payment fraud. Liability for accepting fraudulent credit or debit cards or checks and subject to other payment disputes with our customers for such sales.

The Group may not be able to protect its intellectual property effectively from copying and use by others, including current or potential competitors.

5.4 Financial Profile Risks

Impairments of goodwill and other intangible assets. The balance sheet statement includes very significant amounts of goodwill and other intangible assets. The impairment of a significant portion of these assets would negatively affect the reported results of operations and financial position.

The Group is subject to restrictive debt covenants that may limit its ability to finance future operations and capital needs and to pursue business opportunities and activities. However, the Group has obtained a waiver on its only covenant for fiscal year 2021 (see note 33.1)

Our significant leverage could affect our financial position and results and our ability to operate our business and raise additional capital to fund our operations.

5.5 Capital Risk Management

The Group's objective in capital risk management is to safeguard its capacity to continue managing its recurring activities and the capacity to continue to grow through new projects, by optimizing the debt-to-equity ratio to create shareholder value.

The Group's growth is financed mainly through internal cash flows generated by the Group's recurring businesses and usage of the SSRCF.

The Group's optimal leverage level is not determined on the basis of its overall debt-to-equity ratio but with the goal of maintaining moderate levels of debt. With the IPO completion in April 2014, the Group used the proceeds from the issuance of new shares to reduce debt.

The Group does not consider the debt-to-equity ratio a suitable indicator for defining its equity policy as its consolidated equity may be affected by a range of factors which are not necessarily indicative of its capacity to satisfy its future financial obligations, including:

- The effect of fluctuations in functional currencies other than the euro through currency translation differences; and
- The impairment losses on assets that will not recur and which do not involve a cash outflow when recognized.

The Group's capital policy does not set short-term quantitative targets for its indebtedness in relation to its net equity, but is adjusted to allow the Group to manage its recurring operations and take advantages of opportunities for growth while maintaining indebtedness at appropriate levels in the light of its expected future generation of cash flows and in compliance with any quantitative restrictions contained in its main debt contracts.

None of the Group's main debt contracts contain specific clauses restricting its debt-to-equity ratio.

The SSRCF includes a covenant requiring the eDreams ODIGEO consolidation perimeter to maintain a gross debt to EBITDA ratio for the rolling twelve months at each quarter end (see note 24). The Group has obtained a waiver for the covenant for fiscal year 2021 (see note 33.1).

At 31st March 2020 the Group complied with all the restrictions imposed by its main debt contracts, and as its businesses may reasonably be expected to continue operating, the Group does not foresee any non-compliance in the future.

6. EARNINGS PER SHARE

The basic earnings per share are calculated by dividing the profit attributable to equity holders of the Company by the average number of shares.

As a result of the own shares held as treasury stock (see note 22.4), the weighted average number of ordinary shares used to calculate basic earnings per share was 109,954,836 for the year ended 31st March 2020.

In the earning per share calculation as of 31st March 2020 and 2019 dilutive instruments are considered for the Incentive Shares granted (see note 23), only when their conversion to ordinary shares would decrease earnings per share or increase loss per share.

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits) for the year ended 31st March 2020 and 2019, is as follows:

	12 months ended 31st March 2020			12 months ended 31st March 2019		
	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)	Profit attributable to the owners of the parent (€ thousand)	Average Number of shares	Earnings per Share (€)
Basic earnings per share	(40,523)	109,954,836	(0.37)	9,520	109,089,858	0.09
Diluted earnings per share	(40,523)	109,954,836	(0.37)	9,520	114,750,251	0.08

The calculation of basic earnings per share and fully diluted earnings per share (rounded to two digits), based on Adjusted Net Income (see section B5. Reconciliation of APM and other defined terms), for the year ended 31st March 2020 and 2019, is as follows:

	12 months ended 31st March 2020			12 months ended 31st March 2019		
	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)	Adjusted net income attributable to the owners of the parent (€ thousand)	Average Number of shares	Adjusted net income per Share (€)
Basic adjusted net income per share	34,692	109,954,836	(0.32)	40,237	109,089,858	0.37
Diluted adjusted net income per share	34,692	114,560,621	(0.30)	40,237	114,750,251	0.35

7. SEGMENT INFORMATION

The Group reports its results in geographical segments based on how the Chief Operating Decision Maker (CODM) manages the business, makes operating decisions and evaluates operating performance. For each reportable segment, the Group's Leadership Team comprising of the Chief Executive Officer and the Chief Financial Officer, reviews internal management reports. Accordingly, the Leadership Team is construed to be the Chief Operating Decision Maker (CODM).

As stated in IFRS 8, paragraph 23, an entity shall report a measure of total assets and liabilities for each reportable segment if such amounts are regularly provided to the Chief Operating Decision Maker. As this information is not regularly provided, information regarding assets and liabilities by segments has not been disclosed in these financial statements.

7. SEGMENT INFORMATION (Continued)

The following is an analysis of the Group's Profit & loss and Bookings by segment:

12 months ended 31st March 2020

	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Total Top 6 Markets	Rest of the World	TOTAL
Gross Bookings(*)	1,229,122	761,839	1,638,751	3,629,712	1,152,716	4,782,428
Number of Bookings(*)	2,587,524	2,081,033	3,412,949	8,081,506	2,686,339	10,767,845
Revenue	148,414	111,622	173,359	433,395	128,367	561,762
Revenue Margin	141,301	100,585	163,357	405,243	123,420	528,663
Variable costs	(83,526)	(62,522)	(111,915)	(257,963)	(92,805)	(350,768)
Marginal Profit	57,775	38,063	51,442	147,280	30,615	177,895
Fixed costs						(62,816)
Depreciation and amortization						(34,525)
Impairment and results on disposal of non- current assets						(75,407)
Others						(14,396)
Operating profit / (loss)						(9,249)
Financial result						(29,829)
Profit / (loss) before tax						(39,078)

(*) Non-GAAP measure.

12 months ended 31st March 2019

	France	Southern Europe (Spain + Italy)	Northern Europe (Germany + Nordics + UK)	Total Top 6 Markets	Rest of the World	TOTAL
Gross Bookings(*)	1,160,077	879,207	1,619,812	3,659,096	1,073,620	4,732,716
Number of Bookings(*)	2,447,920	2,507,226	3,622,232	8,577,378	2,604,198	11,181,576
Revenue	141,736	117,194	175,052	433,982	117,338	551,320
Revenue Margin	138,242	111,359	168,468	418,069	114,944	533,013
Variable costs	(82,960)	(73,249)	(104,666)	(260,875)	(76,987)	(337,862)
Marginal Profit	55,282	38,110	63,802	157,194	37,957	195,151
Fixed costs						(75,588)
Depreciation and amortization						(26,059)
Others						(3,129)
Operating profit / (loss)						90,375
Financial result						(66,635)
Profit / (loss) before tax						23,740

(*) Non-GAAP measure.

The Group has performed a reclassification on the figures for the twelve months ended 31st March 2019 between variable and fixed costs for €2.1 million (see section B5. Reconciliation of APM).

Note: all revenues reported above are with external customers and there are no transactions between segments.

Revenues from one customer represented approximately €60.7 million of the Group's total revenues, split in a proportional way between segments.

7. SEGMENT INFORMATION (Continued)

See definitions of Alternative Performance Measures in section B4. Glossary of definitions.

8. REVENUE MARGIN

The Group disaggregates revenue from contracts with customers by source of revenue, as management believe this best depicts how the nature, amount, timing and uncertainty of the Group's revenue and cash flows are affected by economic factors.

The following is a detail of the Group's Revenue Margin by source:

	12 months ended 31st March 2020	12 months ended 31st March 2019
Diversification revenue	277,960	236,512
Classic revenue–customer	156,497	195,105
Classic revenue–supplier	76,320	74,267
Advertising & metasearch	17,886	27,129
Revenue Margin	528,663	533,013

This split of Revenue Margin by source is similar at the level of each segment.

See definitions of the Group's types of Revenue Margin by source in section B4. Glossary of definitions.

9. PERSONNEL EXPENSES

9.1 Personnel expenses

	12 months ended 31st March 2020	12 months ended 31st March 2019
Wages and salaries	(34,529)	(47,315)
Social security costs	(13,404)	(14,619)
Other employee expenses (including pension costs)	(641)	(392)
Adjusted personnel exp. (including share-based compensation)	(7,463)	(1,700)
Total personnel expenses	(56,037)	(64,026)

The decrease in wages and salaries expense is mainly related to the Operational optimization plan implemented during the year (see note 2.4).

For the year ended 31st March 2020, adjusted personnel expenses mainly relate to the restructuring expenses linked with the Operational optimization plan (€4.5 million, see note 2.4) and the share-based compensation (€3.0 million, see notes 23.1 and 23.2). See definition of adjusted items in section B4. Glossary of definitions.

For the year ended 31st March 2019, the adjusted personnel expenses were mainly related to share-based compensation.

9.2 Number of employees

The average number of employees by category of the Group is as follows:

	Average headcount		Headcount at the end of the period	
	12 months ended 31st March 2020	12 months ended 31st March 2019	31st March 2020	31st March 2019
Key management	9	10	9	9
Other senior management	36	44	33	40
People managers	190	209	167	199
Individual contributor	856	870	864	833
Individual contributor–call center	156	471	58	423
Total average number of employees	1,247	1,604	1,131	1,504

9. PERSONNEL EXPENSES (Continued)

The decrease in number of employees is mainly related to the Operational optimization plan implemented during the year (see note 2.4).

10. DEPRECIATION AND AMORTIZATION

	12 months ended 31st March 2020	12 months ended 31st March 2019
Depreciation of property, plant and equipment	(5,100)	(5,585)
Amortization of intangible assets	(29,425)	(20,474)
Total depreciation and amortization	(34,525)	(26,059)
Impairment of intangible assets	(9,735)	
Impairment of goodwill	(65,182)	—
Total impairment	(74,917)	—
Loss on disposal of assets	(447)	
Loss on disposal of investments	(43)	—
Gain or loss arising from assets disposal	(490)	—

Depreciation of property, plant and equipment includes depreciation on right of use office leases under IFRS 16 Leases for €2.2 million in the year ended 31st March 2020 (€2.5 million in the year ended 31st March 2019).

Amortization of intangible assets primarily related to the capitalized IT projects as well as the intangible assets identified through the purchase price allocation.

Impairment of intangible assets corresponds mainly to the impairment on the brands of Go Voyages and Travellink (see notes 15 and 18).

Impairment of goodwill corresponds to the impairment on the goodwill of France, Italy, Nordics and Metasearch (see note 17).

11. OTHER OPERATING EXPENSES

	12 months ended 31st March 2020	12 months ended 31st March 2019
Marketing and other operating expenses	(344,648)	(326,043)
Professional fees	(7,082)	(8,749)
IT expenses	(9,873)	(10,177)
Rent charges	(1,198)	(1,855)
Taxes	(591)	(1,257)
Foreign exchange gains / (losses)	810	(4,912)
Adjusted operating expenses	(6,933)	(1,426)
Total other operating expenses	**(369,515)**	**(354,419)**

Marketing expenses consist of customer acquisition costs (such as paid search costs, metasearch costs and other promotional campaigns), commissions due to agents and white label partners.

Other operating expenses primarily consist of credit card processing costs, chargebacks on fraudulent transactions, GDS search costs and fees paid to our outsourcing service providers, such as call centers.

A large portion of the other operating expenses is variable costs, directly related to volume of Bookings or transactions processed.

IT expenses mainly consist of technology maintenance charges and hosting expenses.

In the twelve-months period ended 31st March 2020, adjusted operating expenses correspond mainly to the expenses with certain suppliers linked with the Operational optimization plan (€4.5 million, see note 2.4). See definition of adjusted items in section B4. Glossary of definitions.

12. FINANCIAL INCOME AND EXPENSE

	12 months ended 31st March 2020	12 months ended 31st March 2019
Interest expense on 2023 Notes	(23,375)	(12,077)
Interest expense on 2021 Notes	—	(17,155)
Interest expense on SSRCF	(133)	(834)
Effective interest rate impact on debt	(1,840)	(15,715)
Interest expense on debt	**(25,348)**	**(45,781)**
Foreign exchange differences	(2,320)	(872)
Interest expense on lease liabilities	(170)	(276)
Other financial expense	(2,013)	(19,735)
Other financial income	22	29
Other financial expense	**(4,481)**	**(20,854)**
Total financial result	**(29,829)**	**(66,635)**

In September 2018, the Group refinanced its debt repaying the 2021 Notes for €425 million, and obtaining the new 2023 Notes for €425 million.

Consequently, Effective interest rate on debt in March 2019 included the capitalized financing fees of the 2021 Senior Notes written off to financial expenses due to the refinancing (€9.9 million), and the capitalized financing fees of the previous SSRCF written off to financial expenses due to the refinancing (€3.4 million). For this reason, the expense in the twelve months ended 31st March 2020 is significantly lower than the previous year.

Additionally, Other financial expenses in March 2019 included the one-off redemption expenses for the 2021 Senior Notes that were paid in September 2018 amounting to €18.1 million.

The 2023 Notes bear interest at 5.5% (3pp lower than the 2021 Notes), which accounts for the decrease in the interest expense on debt. In the twelve months ended 31st March 2019 the interest expense on Notes for the year was split between 2021 Notes (April to September) and 2021 Notes (September to March).

13. INCOME TAX

At 31st March 2020, the Group applies income tax consolidation in the following countries:

- Spain
- United States (US)
- France

The Spanish tax group headed by the Company includes the following Spanish subsidiaries:

- Vacaciones eDreams, S.L.U.
- eDreams Inc
- eDreams International Network, S.L.
- Opodo, S.L.
- eDreams Business Travel. S.L.
- Traveltising S.A.
- Tierrabella Invest, S.L.
- Engrande, S.L.U

The US tax consolidation headed by eDreams Inc includes the following disregarded subsidiaries:

- Vacaciones eDreams, S.L.U.
- eDreams International Network, S.L.

13. INCOME TAX (Continued)

- Viagens eDreams Portugal LDA
- eDreams S.r.L.

The French tax group headed by Go Voyages S.A.S. includes the following French subsidiaries:

- Go Voyages Trade S.A.S.
- Liligo Metasearch Technologies S.A.

Being part of a tax group (or in the case of the US: being a disregarded subsidiary) means that the individual income tax credits and debits are integrated at the level of the controlling company and therefore the subsidiary companies have to settle their income tax with the head of the tax group.

The subsidiaries that are not included in a tax group pay income tax on a standalone basis to the relevant tax authorities.

13.1 Income tax recognized in profit or loss

	12 months ended 31st March 2020	12 months ended 31st March 2019
Deferred Tax	5,917	(2,843)
Current Tax	(7,362)	(11,377)
Income tax expense	**(1,445)**	**(14,220)**

13.2 Income tax recognized directly in other comprehensive income

No income tax has been recognized directly in other comprehensive income in the years ended 31st March 2020 and 2019.

13.3 Analysis of tax charge

	12 months ended 31st March 2020	12 months ended 31st March 2019
Profit / (loss) for the year from continuing operations after tax	(40,523)	9,520
Income tax expense	(1,445)	(14,220)
Profit / (loss) before tax	**(39,078)**	**23,740**
Dividends distributed between subsidiaries	—	297
Non-deductible goodwill impairment (see note 17)	65,182	—
Disallowed expenses and others	9,964	5,173
Permanent differences	**75,146**	**5,470**
Tax basis profit	**36,068**	**29,210**
% Income tax rate	24.94%	26.01%
Expected tax charge expense	**(8,995)**	**(7,598)**
Impact of tax rate differences with Parent tax rate	1,139	4,225
Recognition of US Foreign Tax Credit s	9,710	—
Derecognition of tax losses carried forward	(1,424)	—
Current year losses for which no deferred tax asset has been recognized	(2,294)	(9,898)
Utilization of tax losses not recognized	626	142
Change in deferred tax due to rate change and legislation	—	103
Tax credits	932	1,547
Others	(1,139)	(2,741)
Corrections of tax expense	**7,550**	**(6,622)**
Group tax charge expense	**(1,445)**	**(14,220)**

"Disallowed expenses" for the years ended 31st March 2020 and 2019 relate primarily to the effect of non-deductible interest expenses under the legislation of certain countries, such as France and Luxembourg.

13. INCOME TAX (Continued)

13.4 Current tax assets and liabilities

	31st March 2020	31st March 2019
Income tax receivable	3,312	1,958
Other tax receivables (other than income tax)	4,256	12,990
Current tax assets	**7,568**	**14,948**
Income tax payable	(943)	(3,055)
Other tax payables (other than income tax)	(2,530)	(3,980)
Current tax liabilities	**(3,473)**	**(7,035)**

The decrease of other tax receivables (other than income tax) is related mainly to the VAT receivable collected during the year.

13.5 Deferred tax balances

	31st March 2020	31st March 2019
Deferred tax assets	1,585	23
Deferred tax liabilities	(32,465)	(36,237)
Net	**(30,880)**	**(36,214)**

As explained in note 4.12 Significant accounting policies, the Group offsets deferred tax assets and liabilities if there is a legally enforceable right to set off the amounts recognized and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority.

The following is the analysis of deferred tax assets / liabilities presented in the consolidated financial statements. Other deferred tax mainly includes the deferred tax liabilities related to the fair value adjustments of intangible assets made as a consequence of a business combination:

Current year movement:

	Balance at 31st March 2019	Amounts recorded in Profit and Loss	Change in accounting policy	Translation differences	Others	Balance at 31st March 2020
Tax losses carried forward and US FTC	8,148	6,549	—	—	—	14,697
Other deferred tax	(44,362)	(632)	(2,300)	(42)	1,759	(45,577)
Total Deferred tax asset/(liability)	**(36,214)**	**5,917**	**(2,300)**	**(42)**	**1,759**	**(30,880)**

As explained in note 3.3, the Group has adopted IFRIC 23 and reclassified uncertain tax liabilities and uncertain tax assets from the headings “Provisions” and “Non-current financial assets” into “Deferred tax assets” and “Deferred tax liabilities” for an amount of €0.4 million and €2.7 million, respectively.

The €1.8 million Other movements of Other deferred tax concern an advance payment of Italian withholding tax. The Company has appealed against the assessment of withholding tax with the court and expects a favourable decision. Therefore, the Company recognized the amount paid as an asset.

Previous year movement:

	Balance at 31st March 2018	Amounts recorded in Profit and	Change in accounting policy	Translation differences	Others	Balance at 31st March 2019
Tax losses carried forward	11,114	(2,966)	—	—	—	8,148
Other deferred tax	(44,507)	123	42	(20)	—	(44,362)
Total Deferred tax asset / (liability)	**(33,393)**	**(2,843)**	**42**	**(20)**	**—**	**(36,214)**

The tax losses carried forward of the group which are specified in the below table can be offset against future taxable profits during an indefinite period (except for the ones corresponding to eDreams ODIGEO S.A., that can be offset during a period of 17 years).

13. INCOME TAX (Continued)

	Unused tax losses 31st March 2020				
	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognized in the balance sheet	DTA not recognized in the balance sheet
eDreams ODIGEO S.A. (LUX)(*)	148,221	24.94%	36,966	—	36,966
Go Voyages SAS (FR)	142,086	27.60%	39,216	—	39,216
Opodo Limited (UK)	18,357	19.00%	3,488	3,488	—
Travellink AB (SWE)	2,797	21.40%	599	—	599
eDreams Business Travel (ES)	1,582	25.00%	396	—	396
EnGrande SL (ES)	6,659	25.00%	1,665	—	1,665
Tierrabella Invest SL (ES)	15,013	25.00%	3,753	—	3,753
Total	**334,715**		**86,083**	**3,488**	**82,595**

(*) Under Luxembourg recapture rules, part of eDreams ODIGEO S.A. non-recognized tax losses carried forward as at 31st March 2020 may not be available for actual utilization in case eDreams ODIGEO S.A. would sell its investment in Opodo Limited at a gain.

As at 31st March 2020, the Group recognized a deferred tax asset in the balance sheet for US Foreign Tax Credits ("US FTC") amounting to €11.2 million. This amount is the total of:

- the revival of €9.7 million Foreign Tax Credits during this financial year based on US regulations which had to be written-off as at 31st March 2018, and
- the unused part of the US Foreign Tax Foreign Tax Credits generated during this financial year amounting to €1.5 million.

The US Foreign Tax Credits at the 31st March 2020 may be offset against future US income tax. US Foreign Tax Credits generated in a year can be credited against US income tax in any of the following 10 years. The US Foreign Tax Credits as at 31st March 2020 have been generated in various years and have a remaining carry forward period of 8-10 years.

In addition to the unused tax losses carried forward not recognized in the balance sheet mentioned above, EnGrande SL and Tierrabella Invest SL also have a non-recognized deferred tax asset corresponding to the interest expense carried forward of €1.6 million and €5.8 million, respectively.

	Unused tax losses 31st March 2019				
	Tax loss amount	Income tax rate (%)	Total DTA on tax losses	DTA recognized in the balance sheet	DTA not recognized in the balance sheet
eDreams ODIGEO S.A. (LUX)	139,947	27.08%	37,898	—	37,898
Go Voyages SAS (FR)	143,478	33.33%	47,821	—	47,821
Opodo Italia SRL (IT)	3,829	24.00%	919	—	919
Opodo Limited (UK)	45,871	17.0%–19.0%	8,148	8,148	—
Travellink AB (SWE)	3,985	22.00%	877	—	877
eDreams Business Travel (ES)	1,582	25.00%	396	—	396
EnGrande SL (ES)	6,659	25.00%	1,665	—	1,665
Tierrabella Invest SL (ES)	15,013	25.00%	3,753	—	3,753
Total	**360,364**		**101,477**	**8,148**	**93,329**

14. GOODWILL

The detail of the goodwill movement by markets for the year ended 31st March 2020 is set out below:

Markets	31st March 2019	Scope entry	Exchange rate differences	Impairment	31st March 2020
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
UK	70,171	—	—	—	70,171
Italy	58,599	—	—	—	58,599
Germany	166,057	—	—	—	166,057
Nordics	58,068	—	(3,482)	—	54,586
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	2,474	1,726	—	—	4,200
Total Gross Goodwill	865,394	1,726	(3,482)	—	863,638
France	(71,112)	—	—	(30,496)	(101,608)
UK	(31,138)	—	—	—	(31,138)
Italy	(14,512)	—	—	(5,501)	(20,013)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(17,669)	—	1,060	(21,543)	(38,152)
Metasearch	—	—	—	(7,642)	(7,642)
Total Impairment on Goodwill	(144,770)	—	1,060	(65,182)	(208,892)
Total Net Goodwill	720,624	1,726	(2,422)	(65,182)	654,746

As at 31st March 2020, the amount of the goodwill corresponding to the Nordic markets has decreased due to the evolution of the euro compared to the functional currency of these countries, with a balancing entry under “Foreign currency translation reserve”.

Additionally, at 31st March 2020 an increase in the goodwill of Connect has been recognized following Waylo’s acquisition (see notes 2.11 and 31).

Details about the impairment booked at 31st March 2020 and the impairment test performed as at 31st March 2020 are included in note 17.

The detail of the goodwill movement by markets for the year ended 31st March 2019 is set out below:

Markets France	31st March 2018	Scope entry	Exchange rate differences	Impairment	31st March 2019
France	397,634	—	—	—	397,634
Spain	49,073	—	—	—	49,073
UK	70,171	—	—	—	70,171
Italy	58,599	—	—	—	58,599
Germany	166,057	—	—	—	166,057
Nordics	58,711	—	(643)	—	58,068
Other countries	54,710	—	—	—	54,710
Metasearch	8,608	—	—	—	8,608
Connect	2,474	—	—	—	2,474
Total Gross Goodwill	866,037	—	(643)	—	865,394
France	(71,112)	—	—	—	(71,112)
UK	(31,138)	—	—	—	(31,138)
Italy	(14,512)	—	—	—	(14,512)
Germany	(10,339)	—	—	—	(10,339)
Nordics	(17,865)	—	196	—	(17,669)
Total Impairment on Goodwill	(144,966)	—	196	—	(144,770)
Total Net Goodwill	721,071	—	(447)	—	720,624

14. GOODWILL (Continued)

As at 31st March 2019, the amount of the goodwill corresponding to the Nordic markets decreased due to the evolution of the euro compared to the functional currency of these countries, with a balancing entry under "Foreign currency translation reserve".

15. OTHER INTANGIBLE ASSETS

The detail of the other intangible assets movement for the year ended 31st March 2020 is set out below:

	31st March 2019	Acquisitions/ amortization/ impairment	Disposals	Reclass	Scope entry	31st March 2020
Licenses	12,258	744	(6,054)	—	—	6,948
Brands	287,976	—	—	—	—	287,976
Trademarks and domains	282	—	(169)	—	—	113
Software	187,080	7	(4,586)	45,256	7,772	235,529
Software internally dev. in progress	19,403	27,578	—	(45,256)	—	1,725
Other intangible assets	18,993	—	(439)	—	—	18,554
Total gross value	**525,992**	**28,329**	**(11,248)**	**—**	**7,772**	**550,845**
Licenses	(8,844)	(1,392)	6,049	—	—	(4,187)
Trademarks and domains	(256)	—	169	—	—	(87)
Software	(111,410)	(27,415)	3,761	—	—	(135,064)
Other intangible assets	(15,231)	(618)	439	—	—	(15,410)
Total accumulated amortization	**(135,741)**	**(29,425)**	**10,418**	**—**	**—**	**(154,748)**
Brands	(61,740)	(8,880)	—	—	—	(70,620)
Software	(6,473)	(855)	830	—	—	(6,498)
Other intangible assets	(2,000)	—	—	—	—	(2,000)
Total accumulated impairment	**(70,213)**	**(9,735)**	**830**	**—**	**—**	**(79,118)**
Total other intangible assets	**320,038**	**(10,831)**	**—**	**—**	**7,772**	**316,979**

Software internally developed in progress acquisitions correspond to the capitalization of the technology developed by the Group which, due to its functional benefits, contributes towards attracting new customers and retaining the existing ones.

The Scope entry corresponds to the software acquired upon the purchase of the TheWaylo.com ("Waylo") business (see notes 2.11 and 31).

Brand

	31st March 2020	31st March 2019
Go Voyages	28,742	33,690
eDreams	80,815	80,815
Opodo	100,000	100,000
Travellink	3,767	7,699
Liligo	4,032	4,032
Total	**217,356**	**226,236**

At 31st March 2020, the Group has booked an impairment on the brands of Go Voyages and Travellink for €8.9 million (see note 18).

Software

Software includes the investment in technology used by the Group in its operations which, primarily contributes towards attracting new customers and retaining existing ones.

The detail of the other intangible assets movement for the year ended 31st March 2019 is set out below:

15. OTHER INTANGIBLE ASSETS (Continued)

	31st March 2018	Acquisitions/ amortization	Disposals	Reclass	Scope entry	31st March 2019
Licenses	12,171	87	—	—	—	12,258
Brands	287,976	—	—	—	—	287,976
Trademarks and domains	282	—	—	—	—	282
Software	153,176	59	—	33,845	—	187,080
Software internally dev. in progress	26,025	27,221	—	(33,843)	—	19,403
Other intangible assets	18,989	—	—	4	—	18,993
Other intangible assets in progress	6	—	—	(6)	—	—
Total gross value	**498,625**	**27,367**	**—**	**—**	**—**	**525,992**
Licenses	(7,509)	(1,335)	—	—	—	(8,844)
Trademarks and domains	(255)	(1)	—	—	—	(256)
Software	(92,905)	(18,505)	—	—	—	(111,410)
Other intangible assets	(14,598)	(633)	—	—	—	(15,231)
Total accumulated amortization	**(115,267)**	**(20,474)**	**—**	**—**	**—**	**(135,741)**
Brands	(61,740)	—	—	—	—	(61,740)
Software	(6,473)	—	—	—	—	(6,473)
Other intangible assets	(2,000)	—	—	—	—	(2,000)
Total accumulated impairment	**(70,213)**	**—**	**—**	**—**	**—**	**(70,213)**
Total other intangible assets	**313,145**	**6,893**	**—**	**—**	**—**	**320,038**

16. PROPERTY, PLANT AND EQUIPMENT

The detail of property, plant and equipment movement for the year ended 31st March 2020 is set out below:

	31st March 2019	Acquisitions/ amortization	Disposals	Reclass	Exchange rate differences	31st March 2020
Buldings–lease	8,720	—	(1,267)	—	(45)	7,408
General installations / tech facilities	3,240	2	(651)	—	(9)	2,582
Furniture	2,358	33	(321)	—	(8)	2,062
Transport	1	—	—	—	—	1
Comput er hardware	13,179	868	(6,120)	32	—	7,959
Comput er hardware–lease	6,312	90	—	—	—	6,402
Other tangible assets	78	—	(27)	(32)	—	19
Total gross value	**33,888**	**993**	**(8,386)**	**—**	**(62)**	**26,433**
Buldings–lease	(2,452)	(2,232)	417	—	24	(4,243)
General installations / tech facilities	(1,159)	(310)	318		7	(1,144)
Furniture	(1,173)	(201)	224	—	6	(1,144)
Transport	(1)	—	—	—	—	(1)
Comput er hardware	(10,527)	(1,459)	6,102	—	—	(5,884)
Comput er hardware–lease	(4,703)	(894)	—	—	—	(5,597)
Other tangible assets	(25)	(4)	12	—	—	(17)
Total accumulated amortization	**(20,040)**	**(5,100)**	**7,073**	**—**	**37**	**(18,030)**
Total accumulated impairment	**—**	**—**	**—**	**—**	**—**	**—**
Total Property, plant and equipment	**13,848**	**(4,107)**	**(1,313)**	**—**	**(25)**	**8,403**

The net book value of disposals of property, plant and equipment for the year ended 31st March 2020 mainly includes the transfer of the building lease of Zona Franca for €0.5 million (see note 24) and loss on disposal of property, plant & equipment for €0.4 million. Additionally, €6.1 million of fully amortized computer hardware no longer in use has been disposed.

16. PROPERTY, PLANT AND EQUIPMENT (Continued)

The detail of property, plant and equipment movement for the year ended 31st March 2019 is set out below:

	31st March 2018	Acquisitions / amortization	Disposals	Reclass	Change in accounting policy	31st March 2019
Buldings–lease	—	141	—	—	8,579	8,720
General installations / tech facilities	3,698	4	(462)	—	—	3,240
Furniture	2,267	102	(11)	—	—	2,358
Transport	1	—	—	—	—	1
Computer hardware	12,014	1,165	—	—	—	13,179
Computer hardware–lease	5,753	534	25	—	—	6,312
Other tangible assets	38	40	—	—	—	78
Total gross value	**23,771**	**1,986**	**(448)**	**—**	**8,579**	**33,888**
Buldings–lease	—	(2,452)	—	—	—	(2,452)
General installations / tech facilities	(1,134)	(381)	356	—	—	(1,159)
Furniture	(879)	(305)	11	—	—	(1,173)
Transport	(1)	—	—	—	—	(1)
Computer hardware	(9,037)	(1,508)	(19)	37	—	(10,527)
Computer hardware–lease	(3,718)	(934)	(14)	(37)	—	(4,703)
Other tangible assets	(20)	(5)	—	—	—	(25)
Total accumulated amortization	**(14,789)**	**(5,585)**	**334**	**—**	**—**	**(20,040)**
Total accumulated impairment	**(114)**	**—**	**114**	**—**	**—**	**—**
Total Property, plant and equipment	**8,868**	**(3,599)**	**—**	**—**	**8,579**	**13,848**

17. IMPAIRMENT OF ASSETS

17.1 Measuring methodology

The assets are tested at the market level except Metasearch and Connect (which are their own cash generating units “CGU”), which is used by management to make decisions about operating matters and is based on segment information.

The Group has implemented an annual procedure in order to identify the possible existence of unrecorded impairment losses. The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each CGU for the next 5 years in which the main components are the projected financial statements and the projected investments and working capital. These projections include Management’s best estimates, which are consistent with external information, past experience and future expectations.
- A valuation analysis is carried out, which consists in applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the assets in each CGU. This calculation establishes a value which varies mainly according to the weighted projections and the discount rate for each of the CGU.

This analysis is used by Group Management to analyze both the recoverability of the goodwill and other intangible assets and property, plant and equipment belonging to each of the markets.

17.2 Main assumptions used in the financial projections

For each market, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC).

In calculating the discount rate, a specific risk premium has also been considered in certain cases in line with the specific characteristics of each market and the inherent risk profile of the projected flows of each of the markets.

In calculating the value of the assets in each different market, the following parameters have been considered:

17. IMPAIRMENT OF ASSETS (Continued)

- Given the unprecedented uncertainty related to the COVID-19 pandemic (see note 3.2), Group Management has prepared 4 different scenarios of projections, depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery.
- In the first three years, Adjusted EBITDA was projected using the 2020/2021 budget and 2021/2022, 2022/2023 business plan assumptions of each scenario approved by the Board of Directors. See definition of Adjusted EBITDA in section B4. Glossary of definitions.
- In the two following years, a scenario of profitability and needs for investment in intangible assets and working capital that is consistent and sustainable in the long-term for each market was projected.
- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5% for France, Spain, Italy, Germany, UK and Nordics, and 1.6% for Other markets, Metasearch and Connect.
- Capital expenditure level is in line with the fact that the business model is not CAPEX intensive. These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for 2020/2021.

	Post- tax		Pre- tax	
WACC by market %	**31st March 2020**	**31st March 2019**	**31st March 2020**	**31st March 2019**
France	9.5%	9.5%	11.8%	11.7%
Spain	10.8%	9.8%	13.4%	12.8%
Italy	12.3%	12.5%	15.4%	16.2%
UK	9.5%	10.5%	11.5%	12.5%
Germany	8.8%	8.8%	10.9%	10.3%
Nordics	10.0%	10.0%	12.3%	12.8%
Other countries	10.8%	10.8%	13.4%	13.6%
Metasearch	9.5%	9.5%	11.6%	12.1%
Connect	10.0%	9.9%	12.0%	12.4%

17.3 Conclusion on the analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 17.1 and 17.2 respectively above, and due to the updated projections as a consequence of COVID-19 (see note 3.2), the carrying amount of the goodwill related to certain CGU has been impaired.

The table below shows the gross value in books and net value in books of operating assets for every cash generating unit, the recoverable amount calculated for each CGU (value in use), the impairment recognized in the current year and the amount by which the CGU's recoverable amount exceeds its carrying amount:

31st March 2020

Markets	**Gross value of operating assets**	**Net value of operating assets**	**Value in use**	**Impairment increase**	**Exceeding amount (headroom)**
France	545,463	407,663	377,167	(30,496)	—
Spain	66,109	66,109	111,395	—	45,286
Italy	83,427	68,915	63,414	(5,501)	—
UK	77,354	46,216	52,874	—	6,658
Germany	204,696	194,357	324,640	—	130,283
Nordics	63,865	42,068	20,525	(21,543)	—
Other countries	54,584	54,584	230,247	—	175,663
Metasearch	14,604	14,604	6,962	(7,642	—
Connect	11,516	11,516	51,419	—	39,903
	1,121,618	**906,032**	**1,238,643**	**(65,182)**	**397,793**

17. IMPAIRMENT OF ASSETS (Continued)

31st March 2019

Markets	Gross value of operating assets	Net value of operating assets	Value in use	Impairment increase	Exceeding amount (headroom)
France	491,475	358,623	468,281	—	109,658
Spain	41,489	41,489	81,238	—	39,749
Italy	72,812	58,300	80,009	—	21,709
UK	63,932	32,794	45,721	—	12,927
Germany	171,390	161,051	279,400	—	118,349
Nordics	55,139	37,470	42,590	—	5,120
Other countries	10,964	10,964	207,944	—	196,980
Metasearch	13,326	13,326	58,328	—	45,002
Connect	2,529	2,529	46,595	—	44,066
	923,056	**716,546**	**1,310,106**	**—**	**593,560**

17.4 Sensitivity analysis on key assumptions

The Group presents below the sensitivity analysis for the CGU's where a reasonably possible change in a key assumption would cause the unit's carrying amount to exceed its recoverable amount.

The table below shows the additional impairment that would be recognized if certain changes in main assumptions had been applied:

Markets	0.5pp Increase in WACC	0.5 pp Decrease in perpetual growth	5% Decrease in Revenue Margin	10% Decrease in Marginal Profit	Change in scenario weighting(1)
France	(21,008)	(16,181)	(71,430)	(57,718)	(15,452)
Spain	—	—	—	—	—
Italy	(2,685)	(1,896)	(12,556)	(10,233)	(3,039)
UK	—	—	(19,879)	—	—
Germany	—	—	—	—	—
Nordics	(932)	(690)	(4,708)	(2,733)	(3,449)
Other countries	—	—	—	—	—
Metasearch	(502)	(406)	(3,679)	(4,413)	(2,065)
Connect	—	—	—	—	—
	(25,127)	**(19,173)**	**(112,252)**	**(75,097)**	**(24,005)**

(1) Change in weighting means eliminating Scenario IV (the most optimistic, as shown in the following table), and increasing proportionally the weights of the remaining scenarios.

The table below shows the value assigned to the assumptions of Revenue Margin and Marginal profit as compound annual growth rates (CAGR) over the explicitly projected period (5 years):

Revenue Margin growth	Scenario I	Scenario II	Scenario III	Scenario IV
France	1.8%	4.8%	5.6%	7.4%
Italy	-0.7%	2.4%	3.2%	5.0%
UK	2.1%	5.2%	6.0%	7.7%
Nordics	-21.8%	-8.4%	-3.6%	1.0%
Metasearch	-10.3%	-6.5%	-5.2%	-2.1%

Marginal Profit growth	Scenario I	Scenario II	Scenario III	Scenario IV
France	2.0%	5.0%	5.8%	7.5%
Italy	-2.5%	0.9%	1.7%	3.6%
UK	5.0%	8.2%	8.9%	10.8%
Nordics	-45.9%	-12.4%	-4.8%	1.3%
Metasearch	-12.4%	-8.6%	-7.4%	-4.3%

Scenarios I, II, III and IV have been weighted at 25%, 30%, 30% and 15%, respectively.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 17.2.

18. IMPAIRMENT OF BRANDS

18.1 Measuring methodology

The brands, which have indefinite lives, have been tested for impairment together with the rest of CGU assets (see note 17) as well as separately brand by brand.

The Group has implemented an annual procedure in order to identify the possible existence of unrecorded impairment losses. The procedure for carrying out the impairment test is as follows:

- A business plan is drawn up for each brand for the next 5 years in which the main component is the Revenue Margin that will be generated by each brand. These revenue projections are multiplied by a royalty rate to obtain the revenue corresponding to the brands. These projections include Management's best estimates, which are consistent with external information, past experience and future expectations.
- A valuation analysis is carried out, which consists in applying the discounted free cash flow method, carrying out all the procedures necessary to determine the recoverable value of the brands.

This analysis is used by Group Management to analyze the recoverability of the brands.

18.2 Main assumptions used in the financial projections

For each brand, the discount rate after taxes has been defined on the basis of the weighted average cost of capital (WACC). The WACC has been calculated on a market basis (see note 17.2) and applied a weighted average according to the contribution of each market in each brand.

In calculating the value of each brand, the following parameters have been considered:

- Given the unprecedented uncertainty related to the COVID-19 pandemic (see note 3.2), Group Management has prepared 4 different scenarios of projections, depending on the duration of the impact from the COVID-19 pandemic and the shape and timing of the subsequent recovery.
- In the first three years, Revenue Margin was projected using the 2020/2021 budget and 2021/2022, 2022/2023 business plan assumptions of each scenario approved by the Board of Directors. See definition of Adjusted EBITDA in section B4. Glossary of definitions.
- In the two following years, a scenario of evolution of volumes and margins has been considered based on the strategy of the Company and previous experience.
- The perpetual growth rate used to extrapolate cash flow projections beyond the first five years has been estimated at 1.5%.
- Royalty rates have been set to 6.5%, except for the Travellink brand that has a 4.0% royalty rate.

These assumptions reflect expected growth in volume and Revenue Margin per Booking for our markets considering the historical trends and budget assumptions for 2020/2021.

	Post- tax		Pre- tax	
	31st March 2020	31st March 2019	31st March 2020	31st March 2019
Go Voyages	9.5%	9.5%	12.1%	12.2%
eDreams	10.7%	10.6%	13.6%	13.8%
Opodo	9.3%	9.3%	11.9%	11.0%
Travellink	10.0%	10.2%	12.9%	13.1%
Liligo	9.5%	9.5%	12.3%	12.2%

18.3 Conclusion on the analysis

As a result of the testing performed by the Group using the methodology and the assumptions described in notes 18.1 and 18.2 respectively above, and due to the updated projections as a consequence of COVID-19 (see note 3.2), the carrying amount of certain brands has been impaired.

The table below shows the gross value in books and net value in books of each brand, the recoverable amount calculated for each brand (value in use), the impairment recognized in the current year and the amount by which the brand's recoverable amount exceeds its carrying amount:

18. IMPAIRMENT OF BRANDS (Continued)

31st March 2020

Brands	Gross value of brands	Net value of brands	Value in use	Impairment increase	Exceeding amount (headroom)
Go Voyages	95,430	33,690	28,742	(4,948)	—
eDreams	80,815	80,815	155,649	—	74,834
Opodo	100,000	100,000	160,161	—	60,161
Travellink	7,699	7,699	3,767	(3,932)	—
Liligo	4,032	4,032	4,737	—	705
	287,976	**226,236**	**353,056**	**(8,880)**	**135,700**

31st March 2019

Brands	Gross value of brands	Net value of brands	Value in use	Impairment increase	Exceeding amount (headroom)
Go Voyages	95,430	33,690	36,830	—	3,140
eDreams	80,815	80,815	152,247	—	71,432
Opodo	100,000	100,000	156,244	—	56,244
Travellink	7,699	7,699	8,061	—	362
Liligo	4,032	4,032	20,074	—	16,042
	287,976	**226,236**	**373,456**	**—**	**147,220**

18.4 Sensitivity analysis on key assumptions

The Group presents below the sensitivity analysis for the brands where a reasonably possible change in a key assumption would cause the unit's carrying amount to exceed its recoverable amount.

The table below shows the additional impairment that would be recognized if certain changes in main assumptions had been applied:

Brands	0.5pp Increase in WACC	0.5pp Decrease in perpetual growth	5% Decrease in Revenue Margin	1pp Decrease in Royalty Rate	Change in scenario weighting(1)
Go Voyages	(1,714)	(1,317)	(1,437)	(4,422)	(926)
eDreams	—	—	—	—	—
Opodo	—	—	—	—	—
Travellink	(206)	(156)	(188)	(942)	(460)
Liligo	—	—	—	(24)	—
	(1,920)	**(1,473)**	**(1,625)**	**(5,388)**	**(1,386)**

(1) Change in weighting means eliminating Scenario IV (the most optimistic, as shown in the following table), and increasing proportionally the weights of the remaining scenarios.

The table below shows the value assigned to the assumptions of Revenue Margin as compound annual growth rates (CAGR) over the explicitly projected period (5 years):

Revenue Margin growth	Scenario I	Scenario II	Scenario III	Scenario IV
Go Voyages	1.8%	4.8%	5.6%	7.4%
Travellink	−21.8%	−8.4%	−3.6%	1.0%
Liligo	−10.3%	−6.5%	−5.2%	−2.1%

Scenarios I, II, III and IV have been weighted at 25%, 30%, 30% and 15%, respectively.

The values assigned to the assumptions of discount rate and perpetual growth are disclosed in note 18.1.

19. NON-CURRENT FINANCIAL ASSETS

	31st March 2020	31st March 2019
Financing costs capitalised on SSRCF	—	2,786
Non-current deposits and guarantees	2,235	2,494
Other non-current assets	362	410
Non- current f inancial assets	**2,597**	**5,690**

19. NON-CURRENT FINANCIAL ASSETS (Continued)

Financing costs capitalized on SSRCF have been reclassified to non-current financial liabilities due to the drawdown of the SSRCF as at 31st March 2020 (see note 24).

20. TRADE AND OTHER RECEIVABLES

20.1 Trade receivables

The trade receivables from contracts with customers as at 31st March 2020 and 2019:

	31st March 2020	31st March 2019
Trade receivables	23,848	24,429
Accrued income	42,662	50,168
Impairment loss on trade receivables and accrued income	(8,331)	(6,014)
Provision for booking cancellation	(10,182)	(982)
Trade related deferred expenses	805	3,078
Total trade receivables	48,802	70,679

The decrease in accrued income and the increase of the provision for Booking cancellation as at 31st March 2020 are mainly due to the reduction in volumes linked with COVID-19 (see note 3.2).

20.2 Valuation allowance

An impairment analysis of trade receivables and accrued income, net of provision for Booking cancellation, has been performed at year-end using a provision matrix by type of customer, to measure expected credit losses.

The table below shows the impairment by type of customer. The provision for Booking cancellation has been taken into consideration for the impairment estimation.

	31st March 2020		31st March 2019	
	Trade receivables	Impairment	Trade receivables	Impairment
Commissions, Bt B incentives and advertising revenue	44,183	(6,876)	51,338	(3,904)
Metasearch customers	3,361	(1,255)	4,489	(1,928)
Leisure customers and Global Distribution System (GDS)	8,784	(200)	15,584	(182)
Late collection	—	—	2,204	—
Total trade receivables	56,328	(8,331)	73,615	(6,014)

The tables below show the credit risk exposure for the Group's two main types of customers:

Commissions, BtB incentives and advertising revenue	31st March 2020		31st March 2019	
	Trade receivables	Impairment	Trade receivables	Impairment
Accrued income & provision for booking cancellation	31,714	(691)	34,003	(839)
Amount invoiced not overdue	4,617	(108)	8,192	(197)
Less than 60 days	2,757	(118)	2,404	(94)
Between 60 and 120 days	394	(21)	1,577	(78)
Between 120 and 240 days	304	(25)	784	(57)
Between 240 and 365 days	113	(17)	645	(76)
More than 365 days	2,101	(728)	2,413	(1,243)
Bankruptcy	2,183	(2,183)	1,320	(1,320)
Additional risk high	—	(1,376)	—	—
Additional risk medium	—	(1,176)	—	—
Additional risk low	—	(433)	—	—
Total	44,183	(6,876)	51,338	(3,904)

20. TRADE AND OTHER RECEIVABLES (Continued)

	31st March 2020		31st March 2019	
Metasearch customers	Trade receivables	Impairment	Trade receivables	Impairment
Accrued income	539	(16)	1,411	(96)
Amount invoiced not overdue	1,008	(29)	—	—
Less than 90 days	172	(5)	1,068	(73)
Between 90 to 120 days	9	(1)	90	(13)
Between 120 to 150 days	15	(3)	135	(62)
Between 150 days to 180 days	34	(11)	187	(133)
Between 180 days to 210 days	47	(20)	170	(145)
Between 210 days to 240 days	4	(2)	99	(92)
More than 240 days	1,109	(586)	1,247	(1,232)
Bankruptcy	424	(424)	82	(82)
Additional risk high	—	(137)	—	—
Additional risk medium	—	(21)	—	—
Additional risk low	—	—	—	—
Total	3,361	(1,255)	4,489	(1,928)

Due to the COVID-19 (see note 3.2), the Group has considered an additional risk for some customers shown in the tables above as Additional risk high, Additional risk medium and Additional risk low.

The Group has two other types of customers, Leisure customers and Global Distribution System (GDS). For these customers, the impairment has been calculated following a different approach, depending on the nature of the customer.

As at 31st March 2020, the amount invoiced not overdue yet for these types of customers is €8.8 million and the impairment booked is €0.2 million.

As at 31st March 2019, the accrued income amount for these types of customers was €12.9 million, the amount invoiced not overdue yet was €2.7 million and the impairment booked was €0.2 million.

Movements in the valuation allowance are as follows:

	12 months ended 31st March 2020	12 months ended 31st March 2019
Valuation allowance opening balance	(6,014)	(7,551)
Impact first application IFRS 9 as at 1st April 2018	—	(329)
(Increase) / decrease in impairment losses	(2,428)	1,866
Amount written off as uncollectible	111	—
Valuation allowance closing balance	(8,331)	(6,014)

20.3 Other receivables

	31st March 2020	31st March 2019
Advances given–trade related	5,378	5,950
Other receivables	1,024	687
Prepayments	2,948	1,903
Total other receivables	9,350	8,540

21. CASH AND CASH EQUIVALENTS

	31st March 2020	31st March 2019
Cash and other cash equivalents	83,337	148,831
Total cash and cash equivalents	83,337	148,831

The decrease in cash and cash equivalents as at 31st March 2020 is mainly due to the reduction in volumes linked with COVID-19 (see note 3.2).

22. EQUITY

	31st March 2020	31st March 2019
Share capital	11,046	10,972
Share premium	974,512	974,512
Equity-settled share-based payments	10,373	7,305
Retained earnings and others	(565,694)	(572,351)
Treasury shares	(3,320)	—
Profit and Loss atributable to the parent company	(40,523)	9,520
Foreign currency translation reserve	(12,635)	(8,655)
Non-controlling interest	—	—
Total equity	373,759	421,303

22.1 Share capital

On 21st August 2019, the Board of Directors resolved to issue share capital of €37,954.80 represented by 379,548 ordinary shares, at €0.10 each.

On 31st October 2019, the Board of Directors resolved to issue share capital of €36,444.30 represented by 364,443 ordinary shares, at €0.10 each.

As a result of the new shares' issuance, the Company's share capital amounts to €11,046,304.30 and is represented by 110,463,043 shares with a face value of €0.10 per share.

The detail of significant shareholders is included in Section A Management Report, note 4.6 Shareholders and Investors.

22.2 Share premium

The share premium account may be used to provide for the payment of any shares, which the Company may repurchase from its shareholders, to offset any net realized losses, to make distributions to the shareholders in the form of a dividend or to allocate funds to the legal reserve.

22.3 Equity-settled share-based payments

The amount recognized under "equity-settled share-based payments" in the consolidated balance sheet at 31st March 2020 and 2019 arose as a result of the Long-Term Incentive plans given to the employees.

As at 31st March 2020, the only Long-Term Incentive plans currently granted to employees are the 2016 LTIP and the 2019 LTIP detailed in note 23.1 and 23.2, respectively.

22.4 Treasury shares

	Number of shares	Thousand of euros
Treasury shares at 31st March 2019	—	—
Acquisitions	1,932,432	6,811
Disposals	(497,778)	(1,865)
Delivered to employees	(353,188)	(1,626)
Treasury shares at 31st **March 2020**	1,081,466	3,320

On 29th April 2019, the Company entered into a liquidity contract with GVC Gaesco Beka, Sociedad de Valores, S.A. (the "Financial Intermediary") with the purpose of favouring the liquidity and regularity of the Company's shares quotation, within the limits established by the Company's Shareholders General Meeting and the applicable regulation (see note 2.1). 54,298 net treasury shares have been acquired under the liquidity contract.

On 16th December 2019, the Company resolved to implement a buy-back programme over its own shares. 1,229,611 treasury shares have been acquired under the buy-back programme.

On 26th February 2020 the Company delivered 353,188 treasury shares (see note 23.1) to the beneficiaries of the 2016 Long-term incentive plan at no cost to the beneficiaries.

22. EQUITY (Continued)

During the period between 25th February 2020 and 3rd March 2020, the Company acquired a package of 150,745 additional treasury shares.

As at 31st March 2020, the Group had 1,081,466 treasury shares, carried in equity at €3.3 million, at an average historic price of €3.07 per share. These shares corresponded to acquisitions for €6.8 million and sales for €1.9 million.

The transaction costs and the gains and losses on the transactions with treasury shares have been booked against other reserves for €2.7 million, of which €1.1 million correspond to payments of transaction costs.

The amount included in the cash flow statement regarding acquisition of treasury shares for €7.9 million corresponds to €6.8 million of acquired treasury shares and €1.1 million of transactions costs.

The treasury shares have been fully paid.

22.5 Foreign currency translation reserve

The foreign currency translation reserve corresponds to the net amount of the exchange differences arising from the translation of the financial statements of eDreams LLC, Liligo Hungary Kft, Geo Travel Pacific Ltd and Travellink AB since they are denominated in currencies other than the euro.

23. SHARE-BASED COMPENSATION

23.1 2016 Long-term incentive plan

On 12th September 2016, the Extraordinary Shareholders Meeting, upon proposal from the Board of Directors, approved amendments to the Articles of Incorporation of the Company, necessary to execute an LTIP: the 2016 LTIP ("Long-Term Incentive Plan") for Managers, to ensure that it continues to attract and retain high quality management and better align the interest of management and shareholders.

The 2016 LTIP is split equally between performance shares and half restricted stock units subject to continued service. Based on operational performance, the scheme is linked to stringent financial and strategic objectives.

The 2016 LTIP lasts for four years and vests between August 2018 and February 2022 based on financial results. The exercise price of the rights is 0€.

As at 31st March 2020 5,223,144 Potential Rights have been granted since the beginning of the plan under the 2016 LTIP (5,438,468 Potential Rights at 31st March 2019), of which 385,575 shares (The First Tranche, First Sub-tranche, First Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Second Delivery), 377,546 shares (The First Tranche, First Sub-tranche, Third Delivery), 379,548 shares (The First Tranche, Second Sub-tranche, First Delivery), 364,443 shares (The First Tranche, Second Sub-tranche, Second Delivery) and 353,188 shares (The First Tranche, Second Sub-tranche, Third Delivery) had been delivered as shares in August 2018, November 2018, February 2019, August 2019, November 2019 and February 2020, respectively.

The movement of the Potential Rights during the period is as follows:

	Granted / Forfeited			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2016 LTIP Potential Rights–31st March 2019	2,719,234	2,719,234	**5,438,468**	525,170	615,497	**1,140,667**
Potential Rights forfeited–leavers	(148,662)	(148,662)	**(297,324)**	—	—	**—**
Additional Potential Rights granted	41,000	41,000	**82,000**	—	—	**—**
Shares delivered	—	—	—	479,746	617,433	**1,097,179**
2016 LTIP Potential Rights–31st **March 2020**	2,611,572	2,611,572	**5,223,144**	1,004,916	1,232,930	**2,237,846**

23. SHARE-BASED COMPENSATION (Continued)

Total maximum dilution of the performance stock rights ("PSRs") and restricted stock units ("RSUs") would represent, if fully vested, 6.32% of the total issued share capital of the Group, over a period of 4 years, and therefore 1.58% yearly average on a fully diluted basis.

Expected dilution (which takes into account attrition and actual expected achievement of stringent financial and strategic objectives) for all PSRs and RSUs since the IPO is a 1.1% yearly average over an 8- year period.

The cost of the 2016 LTIP has been recorded in the Income Statement (Personnel expenses, see note 9.1) and against Equity (included in Equity-settled share based payments, see note 22.3), amounting to €2.4 million and €3.4 million for the years ended 31st March 2020 and 2019 respectively.

23.2 2019 Long-term incentive plan

On 19th June 2019, the Board of Directors of the Company approved a new long-term incentive plan ("2019 LTIP") to ensure that it continues to attract and retain high-quality management and better align the interests of management and shareholders.

The 2019 LTIP is split equally between performance shares and restricted stock units subject to continued service. Based on operational performance, the new scheme will be linked to stringent financial and strategic objectives, which will be assessed in cumulative periods.

The new 2019 LTIP lasts for four years and is designed to vest around financial results publications between August 2022 and February 2026. The exercise price of the rights is 0€.

As at 31st March 2020 1,609,500 Potential Rights have been granted since the beginning of the plan under the 2019 LTIP (0 Potential Rights at 31st March 2019), and no shares have been delivered.

The movement of the Potential Rights during the period is as follows:

	Granted			Delivered		
	Performance Stock Rights	Restricted Stock Units	Total	Performance Stock Rights	Restricted Stock Units	Total
2019 LTIP Potential Rights–31st March 2019	—	—	—	—	—	—
Additional Potential Rights granted	804,750	804,750	**1,609,500**	—	—	—
Shares delivered	—	—	—	—	—	—
2019 LTIP Potential Rights–31st **March 2020**	804,750	804,750	**1,609,500**	—	—	—

Total maximum dilution of the performance stock rights ("PSRs") and restricted stock units ("RSUs") would represent, if fully vested, 4.72% of the total issued share capital of the Company, over a period of 4 years, and therefore 1.20% yearly average on a fully diluted basis.

The cost of the 2019 LTIP has been recorded in the Income Statement (Personnel expenses, see note 9.1) and against Equity (included in Equity-settled share based payments, see note 22.3), amounting to €0.6 million for the year ended 31st March 2020.

24. FINANCIAL LIABILITIES

The Group debt and other financial liabilities at 31st March 2020 and 2019 are as follows:

	31st March 2020			31st March 2019		
	Current	Non Current	Total	Current	Non Current	Total
2023 Notes–Principal	—	425,000	425,000	—	425,000	425,000
2023 Notes–Financing fees capitalized	—	(4,962)	(4,962)	—	(6,233)	(6,233)
2023 Notes–Accrued interest	1,948	—	1,948	1,948	—	1,948
Total Senior Notes	1,948	420,038	421,986	1,948	418,767	420,715
SSRCF–Principal	39,500	70,000	109,500	—	—	—
SSRCF–Financing fees capitalized	—	(2,218)	(2,218)	—	—	—
SSRCF–Accrued interest	49	—	49	—	—	—
Total SSRCF	39,549	67,782	107,331	—	—	—
Lease liabilities	2,480	1,548	4,028	3,366	4,507	7,873
Other financial liabilities	4,251	—	4,251	5,685	—	5,685
Total other f inancial liabilities	6,731	1,548	8,279	9,051	4,507	13,558
Total financial liabilities	48,228	489,368	537,596	10,999	423,274	434,273

Senior Notes—2023 Notes

On 25th September 2018, eDreams ODIGEO issued €425 million 5.50% Senior Secured Notes with a maturity date of 1st September 2023 (“the 2023 Notes”).

Interest on the 2023 Notes is payable semi-annually in arrears on the 1st of March and 1st of September each year.

Super Senior Revolving Credit Facility

On 4th October 2016, the Group refinanced its Super Senior Revolving Credit Facility (“the SSRCF”), increasing the size to €147 million from the previous €130 million, and gaining significant flexibility as well versus the previous terms.

On May 2017, the Group obtained the modification of the SSRCF from 4th October 2016 increasing the commitment in €10 million to a total of €157 million.

On September 2018, the Group obtained another modification of the SSRCF increasing the commitment to €175 million, and extending its maturity until September 2023.

The interest rate of the SSRCF is the benchmark rate (such as EURIBOR for euro transactions) plus a margin of 3.00%. Though at any time after 30th September 2018, and subject to certain conditions, the margin may decrease to be between 3.00% and 2.00%.

The SSRCF Agreement includes a financial covenant, the Consolidated Total Gross Debt Cover ratio, calculated as follows:

Total Gross Debt Cover ratio = Gross Financial Debt / Last Twelve Month Adjusted EBITDA. The Gross Debt Cover ratio is calculated quarterly and may not exceed 6.

As at 31st March 2020 and 2019, the Gross Debt Cover ratio is 4.9 and 3.7 respectively, so the Company was in compliance with ample headroom. Additionally, the Group has obtained a waiver for the covenant for fiscal year 2021 (see note 33.1).

As at 31st March 2020, due to the impact of COVID-19 (see note 3.2), the Group had drawn €109.5 million under the SSRCF. As at 31st March 2019, the Group had not drawn under the SSRCF.

Lease liabilities

Lease liabilities includes the financial liability for the office leases first recognized on 1st April 2018 under IFRS 16 Leases for an amount of €3.4 million as at 31st March 2020 (€6.9 million as at 31st March 2019). The leased assets gross value and accumulated amortization are detailed in note 16.

24. FINANCIAL LIABILITIES (Continued)

The maturity of contractual undiscounted cash flows for leasings is the following:

	31st March 2020	31st March 2019
Less than one year	2,564	3,513
One to five years	1,565	4,661
More than five years	—	—
Total undiscounted lease liabilities	4,129	8,174
Discounting impact (unaccrued interests)	(101)	(301)
Total Lease liabilities	4,028	7,873

The decrease in total lease liabilities is mainly due to the principal payments done during the year (€3.1 million) and transfer of the building rental lease of Zona Franca of €0.5 million to the new customer service activities operator (see note 2.4).

The amounts paid during the year related to leasings are as follows:

	12 months ended 31st March 2020	12 months ended 31st March 2019
Principal	3,099	3,482
Interests	172	278
Total cash outflow for leases	3,271	3,760

Other financial liabilities

Other financial liabilities mainly include the Tax Refund amounting to €4.3 million and €5.7 million at 31st March 2020 and 2019, respectively.

24.1 Debt by maturity date

The maturity date of the debt at 31st March 2020 is as follows:

31st March 2020	< 1 year	1 to 5 years	> 5 years	Total
2023 Notes–Principal	—	425,000	—	425,000
2023 Notes–Financing fees capitalized	—	(4,962)	—	(4,962)
2023 Notes–Accrued interest	1,948	—	—	1,948
Total Senior Notes	1,948	420,038	—	421,986
SSRCF–Principal	39,500	70,000	—	109,500
SSRCF–Financing fees capitalized	—	(2,218)	—	(2,218)
SSRCF–Accrued interest	49	—	—	49
Total SSRCF	39,549	67,782	—	107,331
Lease liabilities	2,480	1,548	—	4,028
Other financial liabilities	4,251	—	—	4,251
Total other financial liabilities	6,731	1,548	—	8,279
Total financial liabilities	48,228	**489,368**	**—**	537,596

The maturity date of the debt at 31st March 2019 was as follows:

31st March 2019	< 1 year	1 to 5 years	> 5 years	Total
2023 Notes–Principal	—	425,000	—	425,000
2023 Notes–Financing fees capitalized	—	(6,233)	—	(6,233)
2023 Notes–Accrued interest	1,948	—	—	1,948
Total Senior Notes	1,948	418,767	—	420,715
Lease liabilities	3,366	4,507	—	7,873
Other financial liabilities	5,685	—	—	5,685
Total other financial liabilities	9,051	4,507	—	13,558
Total financial liabilities	10,999	**423,274**	**—**	434,273

24. FINANCIAL LIABILITIES (Continued)

24.2 Fair value measurement of debt

31st March 2020	Total net book value of the class	Level 1 : Quoted prices and cash	Level 2 : Internal model using observable factors	Level 3 : Internal model using non-observable factors	Fair value
Balance Sheet headings and classes of instruments					
Cash and cash equivalents	83,337	x			83,337
2023 Notes	421,986		x		428,824
SSRCF	107,331		x		104,342
Bank facilities and bank overdrafts	—	x			—

31st March 2019	Total net book value of the class	Level 1 : Quoted prices and cash	Level 2 : Internal model using observable factors	Level 3 : Internal model using non-observable factors	Fair value
Balance Sheet headings and classes of instruments					
Cash and cash equivalents	148,831	x			148,831
2023 Notes	420,715		x		473,755
Bank facilities and bank overdrafts	—	x			—

The book value of current loans and receivables, trade and other receivables and trade and other payables is approximately their fair value.

Valuation techniques and assumptions applied for the purposes of measuring fair value

The fair values of financial assets and liabilities are determined as follows:

- The fair values of financial assets and liabilities with standard terms and conditions and traded on active liquid markets are determined with reference to quoted market prices (includes listed redeemable notes, bills of exchange, debentures and perpetual notes).
- The fair values of other financial assets and liabilities (excluding those described above) are determined in accordance with generally accepted pricing models based on discounted cash-flow analysis.

The market value of financial assets and liabilities measured at fair value in the balance sheet statement shown in the table above has been ranked based on the three hierarchy levels defined by IFRS 13:

- Level 1: quoted price in active markets;
- Level 2: inputs observable directly or indirectly;
- Level 3: inputs not based on observable market data.

24. FINANCIAL LIABILITIES (Continued)

24.3 Changes in liabilities arising from financing activities

The reconciliation showing the changes in liabilities arising from financing activities is as follows from 31st March 2019 until 31st March 2020:

	31st March 2019	Cash flows	P&L accrual	Change in accounting policy	Others	31st March 2020
2023 Notes–Principal	425,000	—	—	—	—	425,000
2023 Notes–Financing fees capitalized	(6,233)	—	1,271	—	—	(4,962)
2023 Notes–Accrued interest	1,948	(23,375)	23,375	—	—	1,948
Total Senior Notes	420,715	(23,375)	24,646	—	—	421,986
SSRCF–Principal	—	109,500	—	—	—	109,500
SSRCF–Financing fees capitalized	—	—	—	—	(2,218)	(2,218)
SSRCF–Accrued interest	—	(84)	133	—	—	49
Total SSRCF	—	109,416	133	—	(2,218)	107,331
Bank facilities and bank overdrafts	—	(108)	108	—	—	—
Lease liabilities	7,873	(3,271)	170	—	(744)	4,028
Other financial liabilities	5,685	—	—	—	(1,434)	4,251
Total other financial liabilities	13,558	(3,379)	278	—	(2,178)	8,279
Total financial liabilities	434,273	82,662	25,057	—	(4,396)	537,596
Other payables related to financial liabilities	401	(1,817)	1,906	—	(75)	415
Treasury shares	—	(6,001)	—	—	6,001	—
Total others	401	(7,818)	1,906	—	5,926	415
Financial assets related to the SSRCF	(2,786)	—	568	—	2,218	—
Financial assets related to financing activities	(2,786)	—	568	—	2,218	—
Total financing activities	431,888	74,844	27,531	—	3,748	538,011

The Cash Flow Statement caption “Borrowings drawdown” contains the collection of the SSRCF for €109.5 million.

The Cash Flow Statement caption “Reimbursement of borrowings” contains the lease liabilities principal repayment for €3.1 million. In the table above, the cash flows shown for the lease liabilities include principal amounts for €3.1 million and interests payments for €0.2 million (see note 24).

The Cash Flow Statement caption “Interest paid” contains €23.4 million of interests paid on the 2023 Notes, €0.1 million of interests paid on the SSRCF, €0.1 million of interests paid on the bank facilities and bank overdrafts and €0.2 million of interests paid on leases; for a total of €23.7 million.

The amounts shown in column “others” in the reconciliation table correspond mainly to the reclassification of the SSRCF Financing fees capitalized from financial assets to financial liabilities of €2.2 million and the impact in equity of the acquisition and disposal of treasury shares for €6.0 million.

24. FINANCIAL LIABILITIES (Continued)

The reconciliation showing the changes in liabilities arising from financing activities is as follows from 31st March 2018 until 31st March 2019:

	31st March 2018	Cash flows	P&L accrual	Change in accounting policy	Others	31st March 2019
2023 Notes–Principal	—	425,000	—			425,000
2023 Notes–Financing fees capitalized	—	(6,836)	620		(17)	(6,233)
2023 Notes–Accrued interest	—	(10,129)	12,077	—	—	1,948
2021 Notes–Principal	425,000	(425,000)	—	—	—	—
2021 Notes–Financing fees capitalized	(11,019)	—	11,019	—	—	—
2021 Notes–Accrued interest	6,426	(23,581)	17,155	—	—	—
Total Senior Notes	420,407	(40,546)	40,871	—	(17)	420,715
SSRCF–Accrued interest	—	(834)	834	—	—	—
Total SSRCF	—	(834)	834	—	—	—
Bank facilities and bank overdrafts	5	(254)	249	—	—	—
Lease liabilities	2,128	(3,760)	276	8,655	574	7,873
Other financial liabilities	6,583	(18,062)	18,062	—	(898)	5,685
Total other financial liabilities	8,716	(22,076)	18,587	8,655	(324)	13,558
Total financial liabilities	429,123	(63,456)	60,292	8,655	(341)	434,273
Other payables related to financial liabilities	741	(1,585)	1,424	—	(179)	401
Treasury shares	—	(375)	—	—	375	—
Total others	741	(1,960)	1,424	—	196	401
Financial assets related to the SSRCF	(3,799)	(3,063)	4,076	—	—	(2,786)
Financial assets related to financing activities	(3,799)	(3,063)	4,076	—	—	(2,786)
Total financing activities	426,065	(68,479)	65,792	8,655	(145)	431,888

The Cash Flow Statement item “Borrowings drawdown” contained the collection of the 2023 Notes for €425 million, minus the bank fees withheld at the transaction date for €3.2 million; for a total of €421.8 million. In the table above, the cash flows shown for the 2023 Notes also included the financing fees capitalized and paid during the year for €3.6 million.

The Cash Flow Statement item “Reimbursement of borrowings” contained the repayment of the 2021 Notes for €425 million, as well as the lease liabilities principal repayment for €3.5 million; for a total of €428.5 million. In the table above, the cash flows shown for the lease liabilities included principal amounts for €3.5 million and interest payments for €0.3 million (see note 24).

The Cash Flow Statement item “Interest paid” contained €10.1 million of interest paid on the 2023 Notes, €23.6 million of interest paid on the 2021 Notes, €0.8 million of interest paid on the SSRCF, €0.3 million of interest paid on the bank facilities and bank overdrafts and €0.3 million of interest paid on leases; for a total of €35.1 million.

The Cash Flow Statement item “Other financial expenses paid (incl. Bond call premium)” included €18.1 million of the 2021 Notes call premium, €3.6 million of financing fees on the 2023 Notes capitalized and paid during the year, €3.1 million of financing fees on the SSRCF capitalized and paid during the year and €1.6 million of other expenses paid related to financial liabilities; for a total of €26.4 million.

25. PROVISIONS

	31st March 2020	31st March 2019
Provision for tax risks	4,601	6,244
Provision for pensions and other post employment benefits	280	950
Provision for others	2,762	—
Total non-current provisions	**7,643**	**7,194**
Provision for litigation risks	1,439	2,195
Provision for pensions and other post employment benefits	35	35
Provision for other employee benefits	26	303
Provision for operating risks and others	16,196	8,807
Total current provisions	**17,696**	**11,340**

As at 31st March 2020 there is a provision of €4.6 million for tax risks (€6.2 million as at 31st March 2019). In certain cases, the Company applied a tax treatment, which, if challenged by the tax authorities, may probably result in a cash outflow.

The main movements of the provision for tax risks are explained by a decrease of €2.7 million, following the application of IFRIC 23 “Uncertainty over Income Tax Treatments”, uncertain income tax liabilities have been reclassified into the deferred tax liabilities heading. Additionally, there has been an increase in the provision for indirect tax of €1.1 million.

“Provisions for pensions and other post-employment benefits” has decreased due to payments linked to the Operational optimization plan (see note 2.4).

“Provision for others” is related to the earn-out for the Business Combination of Waylo (see note 31), €2.8 million non-current and €0.3 million current.

The decrease in “Provision for litigation risks” during the year ended 31st March 2020 is mainly related to the AGCM case (see note 30.7): €0.2 million have been reversed due to payment and €0.2 million have been written off due to reduction of fines after the appeal.

“Provisions for operating risks and others” mainly includes the provision for chargebacks for cancellations by suppliers for €13 million, which have increased mainly due to the COVID-19 impact (see note 3.2). The provision for chargebacks as at 31st March 2019 was €2 million, of which €1.5 million have been used during the current year, and the rest has been reversed. This caption also includes the provisions for Cancellation for any reason and Flexiticket for €2.5 million (€6.4 million as at 31st March 2019, of which 3.6 million has been used during the year, and the rest has been reversed).

26. TRADE AND OTHER PAYABLES

	31st March 2020	31st March 2019
Trade payables	135,644	353,724
Employee-related payables	2,257	7,978
Total Trade and other payables	**137,901**	**361,702**

The decrease in trade payables as at 31st March 2020 is mainly due to the reduction in volumes linked with COVID-19 (see note 3.2) and change of IATA remittance (see note 2.10).

27. DEFERRED REVENUE

	31st March 2020	31st March 2019
GDS agreement	—	12,080
Others	—	500
Total Deferred revenue–non current	—	**12,580**
GDS agreement	1,124	4,003
Cancellation and Modification for any reason	1,702	4,979
Prime	11,297	—
Others	760	2,575
Total Deferred revenue–current	**14,883**	**11,557**

27. DEFERRED REVENUE (Continued)

All deferred revenue of the Group relates to contracts with customers.

The deferred revenue on the service of Cancellation and Modification for any reason and Prime correspond to the amounts of these products that have not been accrued yet (see note 4.4), that are presented in the balance sheet as deferred revenue.

The amount corresponding to Prime as at 31st March 2019 was presented as trade payables for €5.7 million, that have been recognized as revenue during the current reporting period.

The decrease in deferred revenue for Cancellation and Modification for any reason is due to the reduction in the sales of this product linked with COVID-19 (see note 3.2).

As at 31st March 2020, €8.0 million of liability related to the GDS agreement has been reclassified from non-current deferred revenue to other non-current liabilities, as the Group expects to repay this amount.

The following table shows how much of the revenue recognized in the current reporting period relates to carried-forward contract liabilities from previous year-end:

	31st March 2020	31st March 2019
GDS Agreement	3,039	3,886
Cancellat ion and Modification for any reason	4,979	2,007
Others	2,457	5,112
Total	**10,475**	**11,005**

28. OFF-BALANCE SHEET COMMITMENTS

	31st March 2020	31st March 2019
Guarant ees to package travel	1,729	1,833
Others	450	587
Total	**2,179**	**2,420**

Other guarantees mainly include guarantees for Travel Licensing Bonding and other supplier guarantees.

All the shares held by eDreams ODIGEO in Opodo Ltd. as well as the receivables under certain intra-group funding loans relating to the 2023 Notes made to Opodo Limited and Go Voyages by eDreams ODIGEO, have been pledged in favour of the holders of the 2023 Notes (see note 24) and the secured parties under the Group's SSRCF dated 25th September 2018.

29. RELATED PARTIES

29.1 Transactions and balances with related parties

There have been no transactions or balances with related parties during the periods ended as at 31st March 2020 and 2019, other than those detailed below.

Key management

The compensation accrued by the key management of the Group (CSM: "CEO Staff Members") and during the years ended 31st March 2020 and 2019 amounted to €3.1 million and €4.2 million, respectively.

The key management has also been granted since the beginning of the plans with 3,405,676 Potential Rights of the 2016 LTIP plan and 898,900 Potential Rights of the 2019 LTIP plan at 31st March 2020 (3,507,138 Potential Rights of the 2016 LTIP plan at 31st March 2019) to acquire a certain number of shares of the parent company eDreams ODIGEO at no cost.

The valuation of the rights of the 2016 LTIP amounts to €7.8 million of which €6.4 million have been accrued in equity at 31st March 2020 since the beginning of the plan (€7.7 million of which €4.8 million accrued at 31st March 2019). The valuation of the rights of the 2019 LTIP amounts to €1.8 million of which €0.4 million have been accrued in equity at 31st March 2020 since the beginning of the plan (€0.0 million accrued at 31st March 2019). (See note 23).

29. RELATED PARTIES (Continued)

Regarding the 2016 LTIP, 256,049 shares (the First Tranche, First Sub-tranche, First Delivery), 256,049 shares (the First Tranche, First Sub-tranche, Second Delivery), 256,049 shares (the First Tranche, First Subtranche, Third Delivery), 250,890 shares (the First Tranche, Second Sub-tranche, First Delivery), 238,154 shares (the First Tranche, Second Sub-tranche, Second Delivery) and 238,154 shares (the First Tranche, Second Sub-tranche, Third Delivery) have already been delivered to Key Management in August 2018, November 2018, February 2019, August 2019, November 2019 and February 2020.

During the year ended 31st March 2020, from the shares delivered as part of the 2016 LTIP First Tranche, Second Subtranche, Third Delivery, 75,067 shares were purchased by the Group from the Key Management, as part of a repurchase from all beneficiaries of the 2016 LTIP to fund future LTIP deliveries.

During the year ended 31st March 2019, from the shares delivered as part of the 2016 LTIP First Tranche, First Subtranche, Second Delivery, 79,049 shares were purchased by the Group from the Key Management as part of a repurchase from all beneficiaries of the 2016 LTIP and subsequently delivered to certain members of the Board as part of the delivery to all beneficiaries of the 2016 LTIP First Tranche, First subtranche, Third Delivery.

Board of Directors

During the period ended 31st March 2020 the independent members of the Board received a total remuneration for their mandate of €284 thousand (€240 thousand during the period ended 31st March 2019). See additional detail in Annual Corporate Governance Report in section C2.

Some members of the Board are also members of the key management of the Group and, consequently, their remuneration has been accrued based on their executive services, not for their mandate as members of the Board and, therefore part of this information is included in the key management retribution section above.

Remuneration for management services during the year ending March 2020 and March 2019 amounted to €1.1 million and €1.6 million, respectively.

Executive Directors have been also granted since the beginning of the plan with 2,056,343 Potential Rights of the 2016 LTIP plan and 505,200 Potential Rights of the 2019 LTIP plan at 31st March 2020 (2,056,343 Potential Rights of the 2016 LTIP plan at 31st March 2019) to acquire a certain number of shares of the parent company eDreams ODIGEO at no cost. The valuation of these rights of the 2016 LTIP plan amounts to €4.7 million of which €3.9 million have been accrued in equity at 31st March 2020 since the beginning of the plan (€4.5 million of which €3.0 million have been accrued since the beginning of the plan at 31st March 2019). The valuation of the rights of the 2019 LTIP amounts to €1.0 million of which €0.2 million have been accrued in equity at 31st March 2020 since the beginning of the plan (€0.0 million accrued at 31st March 2019). (See note 23).

Regarding the 2016 LTIP, 158,767 shares (the First Tranche, First Sub-tranche, First Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Second Delivery), 158,767 shares (the First Tranche, First Sub-tranche, Third Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, First Delivery), 152,261 shares (the First Tranche, Second Sub-tranche, Second Delivery) and 152,261 shares (the First Tranche, Second Sub- tranche, Third Delivery) have already been delivered as shares to certain members of the Board in August 2018, November 2018, February 2019, August 2019, November 2019 and February 2020.

During the year ended 31st March 2020, from the shares delivered as part of the 2016 LTIP First Tranche, Second Subtranche, Third Delivery, 47,556 shares were purchased by the Group from certain members of the Board, as part of a repurchase from all beneficiaries of the 2016 LTIP to fund future LTIP deliveries.

During the year ended 31st March 2019, from the shares delivered as part of the 2016 LTIP First Tranche-Second Delivery, 48,378 shares were purchased by the Group from the Key Management as part of a repurchase from all beneficiaries of the delivery to all beneficiaries of the 2016 LTIP and subsequently delivered to certain members of the Board as part of the 2016 LTIP First Tranche, First Subtranche, Third Delivery.

No other significant transactions have been carried out with any member of senior management or shareholder with a significant influence on the Group.

30. CONTINGENCIES AND PROVISIONS

30.1 Insurance premium tax

Last year the Group reported a €0.5 million relating to the possible risk of assessment of insurance premium tax in certain jurisdictions where the Group renders mediation services to its customers regarding the supply of travel insurance by insurers. This contingency is now outside statute of limitations.

Therefore, this contingency no longer exists as at 31st March 2020.

30.2 UK VAT

Last year the Group reported a €0.4 million contingency relating to the assessment of VAT by the UK tax authorities. The Company successfully appealed against this VAT assessment. Therefore, this contingency no longer exists as at 31st March 2020.

30.3 License fees

The Group considers that there is a possible risk of reassessment by tax authorities in respect of license fees charged between entities of the Group for the use of certain self-developed software. Tax authorities may take the view that there was an undercharge of such license fees to group companies. This contingency is estimated at €2.0 million. The Group believes that it has made the appropriate charges of license fees to group companies. As the risk is considered only possible, no liability has been recognized in the balance sheet.

30.4 Payroll tax

The Group considers that there is a possible risk of assessment by tax authorities in respect of salary tax ("taxe sur les salaires") due by the French entity. The Company takes the view that only the salary cost of part of the French entity's employees are subject to this salary tax, whereas the French tax authorities may take the view that the salary cost of all employees should be included in the taxable basis. This contingency is estimated at €0.6 million. The Group believes that it has paid payroll taxes in accordance with French tax laws and regulations. As the risk is considered only possible, no liability has been recognized in the balance sheet.

30.5 Tax contingencies

The Group companies may be subject to audit by the tax authorities in respect of the taxes applicable to them for the years that are not statute-barred.

The Spanish tax group is currently undergoing a tax audit regarding income tax (fiscal years 2015-2018) and VAT (calendar years 2015-2017). As at the date of these financial statements, the fact finding process of the tax audit has not yet been completed.

As a result of different interpretations of tax legislation, additional liabilities may arise as a result of a tax audit. However, the Group considers that any such liabilities would not materially affect the consolidated financial statements.

30.6 Penalties relating to VAT

The group considers that there is a possible risk of assessment of penalties by tax authorities in respect of certain corrections made in the filing of its VAT returns. This contingency is estimated at €0.2 million. The Company believes that it has good arguments which support its position that no penalties should be due.

30.7 Investigation by the Italian consumer protection authority (AGCM)

On 18th January 2018, the Italian consumer protection authority (AGCM) rendered three decisions against Go Voyages SAS, eDreams S.r.L. and Opodo Italia S.r.L. in relation to alleged unfair commercial practices based on the three following grounds (i) lack of transparency, (ii) surcharging practice, and (iii) non-authorized use of premium-rate numbers.

The amounts of fines issued by the AGCM are as follows: Go Voyages SAS (€0.8 million), eDreams S.r.L. (€0.7 million) and Opodo Italia S.r.L. (€0.1 million). A provision for this was booked on the balance sheet for €1.6 million at 31st March 2018, of which the main part has been already paid.

30. CONTINGENCIES AND PROVISIONS (Continued)

An appeal was lodged before the TAR Lazio in order to challenge the legal grounds invoked by the AGCM and the amount of fines. In April and May 2019, the appeal judgments were notified. The TAR reduced the amount of fines as follows: Go Voyages SAS (€0.2 million), eDreams S.r.L. (€0.3 million) and Opodo Italia S.r.L. (€0.1 million). The TAR Lazio judgment is not final because the AGCM has lodged an appeal before the Consiglio di Stato (the Italian Supreme Administrative Court).

The Group expects to collect the amount corresponding to fines paid in excess after the sentence of the second instance, which is expected to be in more than 1 year, so a non-current financial asset has been recognized for €0.3 million.

31. BUSINESS COMBINATION

On 12th February 2020, the Group acquired from RoamAmore Inc. the hotel booking platform TheWaylo.com ("Waylo") (see note 2.11).

This purchase provides eDreams ODIGEO with significant, innovative AI-driven technology and leading hotel domain expertise, which will allow the Company to further grow its hotel and dynamic packages offering with additional content from thousands of hotels worldwide.

The Group considers that the acquisition constitutes a business combination, as the assets acquired are already generating activity, the contract includes contingent payments linked to the marginal profit generated by the acquired business, and the Group has reached an agreement with Key employees of the acquired business to continue working for the Group.

Assets acquired and liabilities assumed

The fair values of the identifiable assets and liabilities of Waylo as at the date of acquisition were:

Intangible assets	7,772
Total identifiable net assets at fair value	**7,772**
Goodwill arising on acquisition	**1,726**
Total purchase consideration	**9,498**

The goodwill of €1.7 million comprises the value of expected synergies arising from the acquisition (see note 14).

Consideration

The detail of the purchase consideration is as follows:

Consideration paid at transaction date	6,456
Contingent considerat ion liability	3,042
Total purchase consideration	**9,498**

As part of the purchase agreement, a contingent consideration has been agreed. There will be additional cash payments to the previous owners depending on the future performance of the business that, as at 31st March 2020 have been estimated to be €3.0 million, booked as a provision (see note 25).

32. AUDITOR'S REMUNERATION

The fees paid to the Group's auditors are as follows:

	31st March 2020	31st March 2019
Audit services	355	415
Services in connection with the debt refinancing	—	411
Others	55	67
Total audit	**410**	**893**

33. SUBSEQUENT EVENTS

33.1 SSRCF Covenant Waiver

On 21st April 2020, the Group announced that successful discussions with our lenders have resulted in our Super Senior Revolving Credit Facility ("SSRCF") only covenant of Gross Leverage Ratio being waived for Fiscal Year 2021, achieving further financial flexibility for the Group. Interest on the SSRCF and the 2023 Senior Notes will continue to be paid as usual.

33.2 New ICO Loan

On 30th June 2020, the Group's subsidiary Vacaciones eDreams, S.L.U. signed a syndicated loan for €15 million, guaranteed by the Spanish Official Credit Institute (ICO). The arrangement is within the legal framework set up by the Spanish government to mitigate the economic impact of COVID-19.

The loan has a three-year term, with 25% biyearly repayments starting at 18 months. The interest rate of the loan is the EURIBOR benchmark rate plus a margin of 2.75%.

33.3 Issue of shares

On 7th July 2020, in the context of its relocation to Spain, the Board of Directors has resolved to issue 8,318,487 new shares, corresponding to the maximum amount of shares available pursuant to the authorized capital included in the current Articles of Association of the Company to serve the Group's LTIPs.

The shares will be delivered to the beneficiaries in accordance with the timetable set out by the Board of Directors at the time the LTIPs were approved and which, generally, are expected to occur on or before the publication of the Company's financial results for each reporting quarter, provided that the relevant allocation parameters are met. Any non-allocated shares at the end of the LTIPs will be cancelled.

The new shares will be held by the Group as treasury stock and therefore both the economic and political rights of the new shares will be suspended.

34. CONSOLIDATION SCOPE

As at 31st March 2020 the companies included in the consolidation are as follows:

Name	Location / Registered Office	Line of business	% interest	% control
eDreams ODIGEO S.A.	4, rue du Fort Wallis, L- 2714 (Luxemburg)	Holding Parent company	100%	100%
Opodo Limited	26- 28 Hammersmith Grove, W6 7BA (London)	On- line Travel agency	100%	100%
Opodo GmbH	Büschstraße 12 20354 (Hamburg)	Marketing services	100%	100%
Travellink AB	Box 415, 83126 (Östersund)	On- line Travel agency	100%	100%
Opodo S.L.	Calle Conde de Peñalver 5, 1Ext. Izq. 28006 (Madrid)	On- line Travel agency	100%	100%
eDreams Inc.	1209 Orange Street, cit y of Wilmington, County of New Castle, 19801(St ate of Delaware)	Holding company	100%	100%
Vacaciones eDreams, S.L.U.	Calle Conde de Peñalver 5, 1Ext. Izq. 28006 (Madrid)	On- line Travel agency	100%	100%
eDreams International Network, S.L.U.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Admin and IT consulting	100%	100%
eDreams, S.r.L	Via San Gregorio, 34, 20124 (Milan)	On- line Travel agency	100%	100%
Viagens eDreams Portugal LDA	Avenida da Liberdade, no 129–B 1250 140 (Lisbon)	On- line Travel agency	100%	100%
eDreams LLC	2035 Sunset Lake Road Suite B- 2, 19702 (City of Newark) Delaware	On- line Travel agency	100%	100%
eDreams Business Travel, S.L.	Carrer Bailén, 67- 69, 08009 (Barcelona)	On- line Travel agency	100%	100%
Traveltising, S.A.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Creating audiences for optimizing online advertising campaigns	100%	100%
Geo Travel Pacific Pty Ltd	Level 2, 117 Clarence Street (Sydney)	On- line Travel agency	100%	100%

34. CONSOLIDATION SCOPE (Continued)

Name	Location / Registered Office	Line of business	% interest	% control
Go Voyages SAS	11, Avenue Delcassé, 75008 (Paris)	On- line Travel agency	100%	100%
Go Voyages Trade SAS	11, Avenue Delcassé, 75008 (Paris)	On- line Travel agency	100%	100%
Liligo Metasearch Technologies SAS	11, Avenue Delcassé, 75008 (Paris)	Metasearch	100%	100%
ODIGEO Hungary Kft	Nagymezo ucta 44, 1065 (Budapest)	Admin and IT consulting	100%	100%
Tierrabella Invest, S.L.	Calle López de Hoyos 35, 2. 28002 (Madrid)	Holding company	100%	100%
Engrande S.L.U.	Calle Conde de Peñalver 5, 1Ext. Izq. 28006 (Madrid)	On- line Travel agency	100%	100%

ANNEX A: SUPER SENIOR CREDIT FACILITIES

Execution Version

AMENDMENT AGREEMENT

DATED _____ 2022

FOR

eDREAMS ODIGEO S.A.
THE COMPANY

WITH

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
ACTING AS AGENT

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
ACTING AS ISSUING BANK

AND

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
ACTING AS SECURITY AGENT

AND

OTHERS

RELATING TO A SUPER SENIOR REVOLVING CREDIT AND GUARANTEE FACILITIES AGREEMENT ORIGINALLY DATED 4 OCTOBER 2016 AND AS AMENDED AND RESTATED BY THE AMENDMENT AND RESTATEMENT AGREEMENT DATED 18 SEPTEMBER 2018

Davis Polk & Wardwell London LLP

CONTENTS

Clause **Page**

THIS AGREEMENT is dated _____ 2022 and made between:

(1) **eDREAMS ODIGEO, S.A.**, a public limited liability company (*sociedad anónima*) organised and existing under the laws of Spain, having its registered office at Calle López de Hoyos, 35, 28002, Madrid (Spain) and registered with the Company Registry of Madrid (*Registro Mercantil de Madrid*) at volume 41561, sheet 130, page number M-736332 (the "**Company**"). The Company holds Spanish tax identification number A02850956 and its legal entity identifier (LEI) code is 959800Y8LQ5MR2YZ4N96;

(2) **THE COMPANIES** listed in Part I (The Obligors) of Schedule 1 (The Parties) as borrowers as at the Effective Date (the "Borrowers");

(3) **THE COMPANIES** listed in Part I (The Obligors) of Schedule 1 (The Parties) as guarantors as at the Effective Date (the "**Guarantors**");

(4) **THE FINANCIAL INSTITUTIONS** listed in Schedule 2 (The Continuing Lenders) as Continuing Lenders (the "**Continuing Lenders**");

(5) **THE FINANCIAL INSTITUTIONS** listed in Part II (The Bookrunners and Mandated Lead Arrangers) of Schedule 1 (The Parties) as bookrunners and mandated lead arrangers (whether acting individually or together, the "**Arranger**");

(6) **J.P. MORGAN AG** in its capacity as an exiting lender (the "**Exiting Lender**");

(7) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as issuing bank (the "**Issuing Bank**");

(8) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as security agent (the "**Security Agent**");

(9) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as agent of the other Finance Parties (the "**Agent**");

(10) **BARCLAYS BANK PLC** in its capacity as an existing Lender under the Original Facility Agreement (as defined below) (the "**Existing Barclays Lender**"); and

(11) **BARCLAYS BANK IRELAND PLC** in its capacity as a new Lender under the Amended Facility Agreement (as defined below) (the "**New Barclays Lender**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**2022 Fee Letter**" means the fee letter dated on or about the date of this Agreement between the Agent and the Company in relation to fees payable to the Continuing Lenders.

"**Amended Facility Agreement**" means the Original Facility Agreement, as amended and restated by this Agreement.

"**Amended Intercreditor Agreement**" means the Original Intercreditor Agreement, as amended and restated by the Intercreditor Amendment Agreement.

"**eDreams Gibraltar**" means eDreams (Gibraltar) Limited, a limited liability company incorporated in Gibraltar with registered number 121458.

"**Effective Date**" means the date on which the Agent has received or waived all the documents and other evidence listed in Schedule 3 (*Conditions Precedent*) in form and substance satisfactory to the Agent.

"**Existing Ancillary Facility**" means any Ancillary Facility in existence immediately prior to the Effective Date.

"**Existing Lender**" means each of Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank PLC, CaixaBank, S.A., Deutsche Bank Aktiengesellschaft, Morgan Stanley Bank Aktiengesellschaft, Société Générale, Sucursal en España and the Exiting Lender.

"**Existing Senior Secured Notes**" means the Company's EUR 425,000,000 guaranteed senior secured notes due 2023.

"**Guarantee Obligations**" means the guarantee and indemnity obligations of a Guarantor contained in the Original Facility Agreement.

"**Intercreditor Amendment Agreement**" means the amendment and restatement agreement dated on or about the date of this Agreement between, among others, the Company, the Agent and the Security Agent in respect of the Original Intercreditor Agreement.

"**New Finance Documents**" means this Agreement, the Amended Facility Agreement, the Intercreditor Amendment Agreement, the Amended Intercreditor Agreement, the 2022 Fee Letter, the Supplemental Receivables Assignment and the Supplemental Share Charge.

"**New Senior Secured Notes**" means the guaranteed senior secured notes to be issued by the Company in an amount of at least EUR 375,000,000.

"**Original Facility Agreement**" means the super senior revolving credit and guarantee facilities agreement originally dated 4 October 2016 and as amended and restated by an amendment agreement dated 18 September 2018 between, among others, the Company, the Original Borrowers, the Original Guarantors, the Agent, the Security Agent and the Original Lenders (each as defined therein).

"**Original Intercreditor Agreement**" means the intercreditor agreement originally dated 4 October 2016 and as amended and restated by an amendment agreement dated 25 September 2018 between, among others, the Company, the Revolving Agent and the Security Agent (each as defined therein).

"**Original Receivables Assignment**" means the receivables assignment agreement dated 4 October 2016 between the Company and the Security Agent.

"**Supplemental Receivables Assignment**" means the supplemental security assignment agreement in the form agreed on or before the date of this Agreement and dated on or about the Effective Date between the Company and the Security Agent.

"**Supplemental Share Charge**" means the supplemental share charge in the form agreed on or before the date of this Agreement and dated on or about the Effective Date between the Company and the Security Agent.

"**Transferee Lenders**" means Banco Santander S.A. and Barclays Bank Ireland PLC.

1.2 **Incorporation of defined terms**

(a) Unless a contrary indication appears, a term defined in the Original Facility Agreement has the same meaning in this Agreement.

(b) The principles of construction set out in clause 1.2 (*Construction*) of the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 **Clauses**

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause in or a Schedule to this Agreement.

1.4 **Third party rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.5 **Designation**

In accordance with the Original Facility Agreement, each of the Company and the Agent designates this Agreement as a Finance Document.

2. **CONDITIONS PRECEDENT**

(a) The provisions of Clause 4 (*Effective Date Transactions*) shall be effective only if, on or before the Effective Date, the Agent has received all the documents and other evidence listed in Schedule 3 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Company and the Continuing Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders (as defined in the Amended Facility Agreement) notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Continuing Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

3. **REPRESENTATIONS**

The Repeating Representations and the representations and warranties in clauses 24.19 (*Ranking*), 24.20 (*Legal and Beneficial Ownership*) and 24.21 (*Share Charge*) of the Original Facility Agreement are deemed to be made by each Obligor (by reference to the facts and circumstances then existing) on:

(a) the date of this Agreement; and

(b) the Effective Date,

and for this purpose:

(i) references to "this Agreement" in the representations should be construed as references to this Agreement and to the Original Facility Agreement and on the Effective Date, to the Amended Facility Agreement; and

(ii) references to the Transaction Security should be construed to include the Transaction Security granted under the Supplemental Receivables Assignment and the Supplemental Share Charge.

4. EFFECTIVE DATE TRANSACTIONS

4.1 Transaction Steps

Immediately upon the occurrence of the Effective Date (whether or not a Default is continuing), the following transactions shall occur in the order listed below and without the need for any further action or consent on behalf of any party:

(a) the transfer and resignation of the Exiting Lender in accordance with the provisions of Clause 4.2 (*JPM Transfer and Resignation*);

(b) the amendment and restatement of the Original Facility Agreement in accordance with the provisions of Clause 4.3 (*Restatement of Original Facility Agreement*);

(c) the transfer to the New Barclays Lender of the rights and obligations of the Existing Barclays Lender in accordance with the provisions of Clause 4.4 (*Barclays' Transfer*);

(d) the accession of eDreams Gibraltar in accordance with the provisions of Clause 4.5 (*Accession of eDreams Gibraltar*); and

(e) the steps set out in the remainder of this Clause 4 (*Effective Date Transactions*), in the order set out herein.

4.2 JPM transfer and resignation

(a) Each of the Company, the Agent, the Security Agent, the Exiting Lender and the Transferee Lenders agree that:

(i) on the Effective Date, (1) the Exiting Lender shall assign absolutely to each Transferee Lender an amount of its Revolving Facility Commitment equal to EUR5,000,000 (being an assignment to each Transferee Lender of (i) an amount of undrawn Revolving Facility Commitments equal to EUR 2,427,502.34 and (ii) an amount of drawn participations in Loans outstanding under the Revolving Facility equal to EUR 2,572,497.66 (the "**Transfer Price**")), together with all related rights of the Exiting Lender under the Finance Documents and in respect of the Transaction Security which correspond to that portion of the Exiting Lender's Revolving Facility Commitment such that the Exiting Lender's Revolving Facility Commitment shall be reduced to zero and the Exiting Lender shall have no participation in any Loan or Utilisation, and (2) the Transfer Price shall be paid to the Exiting Lender by the Agent on the instructions of the relevant Transferee Lender;

(ii) the terms of the Original Facility Agreement will apply to the rights and obligations assigned pursuant to this Clause 4.2 as if this Agreement were an Assignment Agreement;

(iii) such assignment shall be treated as having been made in accordance with Clause 29 (*Changes to the Lenders*) of the Original Facility Agreement; and

(iv) the Transfer Date shall be the Effective Date.

(b) For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), each Transferee Lender and the Exiting Lender agree that, upon any transfer in whole or in part of any rights of the Exiting Lender to a Transferee Lender, the guarantee will be preserved for the benefit of that Transferee Lender.

(c) The Exiting Lender shall cease to be an Arranger and to be bound by the terms of the Original Facility Agreement in such capacity, with effect from the Effective Date.

4.3 **Restatement of the Original Facility Agreement**

With effect from the Effective Date, the Original Facility Agreement shall be amended and restated so that it shall be read and construed for all purposes as set out in Schedule 5 (*Amended and Restated Facility Agreement*).

4.4 **Barclays' transfer**

(a) Each of the Company, the Agent, the Security Agent, the Existing Barclays Lender and the New Barclays Lender agree that:

(i) on the Effective Date the Existing Barclays Lender shall assign absolutely to the New Barclays Lender all of its Revolving Facility Commitment, together with all related rights of the Existing Barclays Lender under the Finance Documents and in respect of the Transaction Security which correspond to the Existing Barclays Lender's Revolving Facility Commitment;

(ii) the terms of the Amended Facility Agreement will apply to the rights and obligations assigned pursuant to this Clause 4.4 as if this Agreement were an Assignment Agreement;

(iii) such assignment shall be treated as having been made in accordance with Clause 29 (*Changes to the Lenders*) of the Amended Facility Agreement; and

(iv) this Agreement shall take effect as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Amended Intercreditor Agreement.

(b) The New Barclays Lender confirms:

(i) for the benefit of the Agent and without liability to any Obligor (including eDreams Gibraltar), that its tax status for each Obligor is, and that it makes the confirmations, as set out in **Error! Reference source not found.** (*Lender Confirmation*) of this Agreement;

(ii) that its Facility Office and address, email address and attention details are as set out on its signature page to this Agreement; and

(iii) that from the Effective Date it intends to be party to the Amended Intercreditor Agreement as a Credit Facility Lender and a Credit Facility Arranger, and undertakes to perform all the obligations expressed in the Amended Intercreditor Agreement to be assumed by a Credit Facility Lender or a Credit Facility Arranger (as applicable), and agrees that it shall be bound by all the provisions of the Amended Intercreditor Agreement, as if it had been an original party thereto.

(c) With effect from the Effective Date:

(i) the Existing Barclays Lender shall cease to be an Arranger and to be bound by the terms of the Original Facility Agreement in such capacity; and

(ii) the New Barclays Lender shall be appointed as an Arranger under the Amended Facility Agreement.

(d) For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Barclays Lender and the Existing Barclays Lender agree that, upon any transfer in whole or in part of any rights of the Existing Barclays Lender to a New Barclays Lender, the guarantee will be preserved for the benefit of the New Barclays Lender.

4.5 **Accession of eDreams Gibraltar**

(a) The Company, the Agent and the Security Agent agree that this Agreement shall take effect as an Accession Deed for the purposes of the Amended Facility Agreement and as a Debtor Accession Deed for the purposes of the Amended Intercreditor Agreement.

(b) eDreams Gibraltar agrees that, with effect from the Effective Date, it shall become:

(i) an Additional Borrower and be bound by the terms of the Amended Facility Agreement and the other Finance Documents (other than the Amended Intercreditor Agreement) as an Additional Borrower pursuant to Clause 31.2 (*Additional Borrowers*) of the Amended Facility Agreement; and

(ii) an Additional Guarantor and be bound by the terms of the Amended Facility Agreement and the other Finance Documents (other than the Amended Intercreditor Agreement) pursuant to Clause 31.4 (*Additional Guarantors*) of the Amended Facility Agreement, *provided that* all liabilities and obligations of eDreams Gibraltar under Clause 23 (*Guarantee and Indemnity*) of the Amended Facility Agreement in its capacity as an Additional Guarantor shall be subject to Clause 23.11(h) of the Amended Facility Agreement.

(c) eDreams Gibraltar's administrative details for the purposes of the Amended Facility Agreement and the Amended Intercreditor Agreement are as set out on its signature page to this Agreement.

(d) eDreams Gibraltar (for the purposes of paragraphs (e), (f) and (g) of this Clause 4.5 (*Accession of eDreams Gibraltar*), the "**Acceding Debtor**") intends to incur Liabilities under various Debt Documents, including the Amended Facility Agreement (together, the "**Relevant Documents**").

(e) The Acceding Debtor confirms that it intends to be party to the Amended Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Amended Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Amended Intercreditor Agreement as if it had been an original party to the Original Intercreditor Agreement.

(f) In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Amended Intercreditor Agreement, the Acceding Debtor also confirms that it intends to be party to the Amended Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Amended

Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound all the provisions of the Amended Intercreditor Agreement, as if it had been an original party to the Original Intercreditor Agreement as an Intra-Group Lender.

(g) The New Barclays Lender, Banco Bilbao Vizcaya Argentaria, S.A., CaixaBank, S.A., Deutsche Bank Aktiengesellschaft, Morgan Stanley Bank Aktiengesellschaft and Société Générale, Sucursal en España each confirm, for the benefit of the Agent and without liability to any Obligor, that it is, in respect of a Loan to a Gibraltar Borrower, a Qualifying Lender (other than a Treaty Lender).

(h) Banco Santander, S.A. confirms, for the benefit of the Agent and without liability to any Obligor, that it is, in respect of a Loan to a Gibraltar Borrower, a Treaty Lender.

4.6 **Rollover of Loan(s)**

(a) On the Effective Date:

(i) the then current Interest Period in relation to each Loan then outstanding shall end; and

(ii) a new Loan in an amount equal to the outstanding Loan(s) shall be deemed to have been advanced by the Continuing Lenders pro rata to their Revolving Facility Commitments as set out in Schedule 2 (*The Continuing Lenders*).

(b) The Interest Period applicable to the new Loan shall be as notified to the Agent by the Company, *provided that* the Interest Period selected and notified to the Agent by the Company complies with the provisions of Clause 15.1 (*Interest Periods*) of the Amended Facility Agreement.

(c) The Continuing Lenders waive all Break Costs payable in connection with paragraph (a)(i) above.

4.7 **Amounts due on or before the Effective Date**

Any amounts payable to the Existing Lenders by the Obligors pursuant to any Finance Document on or before the Effective Date (including, without limitation, all interest, fees and commission payable on the Effective Date) in respect of any period ending on or prior to the Effective Date shall be for the account of the Existing Lenders and the Transferee Lenders shall not have any interest in, or any rights in respect of, any amount which, prior to the Effective Date, would be due to the Exiting Lender.

5. **NEW SENIOR SECURED NOTES PROVISIONS**

(a) At any time prior to the date falling 60 Business Days after the Effective Date, at the request of the Company or the Agent, the Agent and the Company will promptly enter into any amendments to the Amended Facility Agreement as the Company or the Agent (as the case may be) considers necessary (each acting reasonably and in good faith) to ensure that the terms of Schedule 22 (*Notes Definitions*), Schedule 23 (*Restrictive Covenants*) and Schedule 24 (*Notes Events of Default*) of the Amended Facility Agreement accurately reflect the equivalent terms of the New Senior Secured Notes (but excluding any change of control "portability" feature therein) (any such change, a "**Conforming Covenant Change**").

(b) The Agent is irrevocably authorised and instructed by each Finance Party hereto (without any further consent, sanction, authority or further confirmation from them and automatically binding upon any of their successors and assigns) to enter into such documentation as is reasonably required by the Company or the Agent to make any such Conforming Covenant Change and shall promptly enter into such documentation (which may, for the avoidance of doubt, comprise a side letter to the Amended Facility Agreement) on the request and at the cost of the Company. For the avoidance of doubt, no conditions precedent (howsoever described) or legal opinions shall be required in connection any Conforming Covenant Change.

6. CONTINUITY AND FURTHER ASSURANCE

6.1 Continuing obligations

The provisions of the Original Facility Agreement and the other Finance Documents (including with respect to any Existing Ancillary Facility) shall, save as amended by this Agreement, continue in full force and effect.

6.2 Exclusion of Novation Effect

For the purposes of Italian law, the parties to this Agreement reciprocally acknowledge and confirm that the amendment and restatement of the Original Facility Agreement pursuant to this Agreement shall not constitute, and shall not be construed as, a novation (*novazione*) of, or have a novative effect (*effetto novativo*) on, the obligations and the other transactions contemplated under the Original Facility Agreement.

6.3 Confirmation of Guarantee Obligations

For the avoidance of doubt, each Guarantor (including, for the avoidance of doubt, eDreams Gibraltar) confirms for the benefit of the Finance Parties that, subject to any limitations set out in Clause 23 (*Guarantee and Indemnity*) of the Amended Facility Agreement, all Guarantee Obligations owed by it under the Original Facility Agreement shall (a) remain in full force and effect notwithstanding the amendments referred to in Clause 4.3 (*Restatement of the Original Facility Agreement*) and (b) extend to any new obligations assumed by any Obligor (including, for the avoidance of doubt, eDreams Gibraltar) under the Finance Documents as a result of this Agreement (including, but not limited to, under the Amended Facility Agreement).

6.4 Confirmation of Security

For the avoidance of doubt, each Obligor (including, for the avoidance of doubt, eDreams Gibraltar) confirms for the benefit of the Finance Parties that, the Security created by it pursuant to each Transaction Security Document to which it is a party shall (a) remain in full force and effect notwithstanding the amendments referred to in Clause 4.3 (*Restatement of the Original Facility Agreement*) and (b) continue to secure its Secured Obligations (as such term is defined in the Amended Intercreditor Agreement) under the Finance Documents as amended (including, but not limited to, under the Amended Facility Agreement).

6.5 Acknowledgement of Assignment of Loan Receivables

By virtue of them being a party to this Agreement, each Loan Receivable Debtor (as defined in the Original Receivables Assignment) shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under the Second Supplemental Receivables Assignment in respect of any Loan Receivables (as defined in the Original Receivables Assignment).

6.6 **Further assurance**

Each Obligor (including, for the avoidance of doubt, eDreams Gibraltar), shall, at the request of the Agent and at such Obligor's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

7. COSTS AND EXPENSES

7.1 **Transaction expenses**

Subject to any agreed caps, the Company shall within thirty days of demand pay the Agent, the Arrangers, the Issuing Bank and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and perfection of this Agreement and any other documents referred to in this Agreement.

8. CONSENTS AND WAIVERS

8.1 **Consent and waiver**

In accordance with Clause 41.3(h) of the Original Facility Agreement, the Company, each other Obligor, each Arranger, the Security Agent, the Continuing Lenders, the Exiting Lender, the Issuing Bank and the Agent each consent to:

(a) the redemption of the Existing Senior Secured Notes and waive the requirements of Clause 27.18 (*Notes Purchase Condition*) of the Original Facility Agreement; and

(b) the amendments contemplated by Clause 4.3 (*Restatement of the Original Facility Agreement*).

8.2 **Agent's Waiver**

The Agent waives the requirement for the payment of the fee referred to in Clause 29.3 (*Assignment or Transfer Fee*) of the Original Facility Agreement in respect of any transfers deemed to be effected pursuant to this Agreement.

9. EFFECTIVE DATE

If the Effective Date does not occur on or prior to 31 March 2022, then the provisions of Clauses 4 (*Effective Date Transaction*), 5 (*New Senior Secured Notes Provisions*), 6 (*Continuity and Further Assurance*) and 8 (*Consents and Waivers*) of this Agreement shall terminate on that date.

10. MISCELLANEOUS

10.1 **Incorporation of terms**

The provisions of Clause 37 (*Notices*), Clause 39 (*Partial Invalidity*), Clause 40 (*Remedies and Waivers*), Clause 46 (*Executive Proceedings*), Clause 49 (*Enforcement*) and Clause 50 (*Waiver of Jury Trial*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those Clauses to "this Agreement" or "the Finance Documents" are references to this Agreement.

10.2 **Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

12. **JURISDICTION**

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement) including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Agreement (a "**Dispute**").

(b) Each Obligor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Obligor will argue to the contrary.

13. **BAIL-IN**

Notwithstanding any other term of this Agreement or any other agreement, arrangement or understanding between the parties, each party acknowledges and accepts that any liability of any party to any other party under or in connection with this Agreement may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of this Agreement to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

In this Clause 13 (*Bail-In*):

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Write-down and Conversion Powers**" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the

powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

14. NOTARIAL DOCUMENT

The Company undertakes to notarise this Agreement in respect of any Spanish Obligor and any amendments in respect thereof, by no later than the date falling 60 Business Days after the Effective Date, so that such documents may have the status of a notarial document for all purposes contemplated in Article 517 of the Spanish Civil Procedural Law. The Parties agree that the Spanish Obligors will take all necessary actions to comply with any reasonable request of the Agent or the Security Agent in order to preserve the rights and obligations contained herein.

IN WITNESS WHEREOF this Agreement has been executed as a deed by eDreams Gibraltar, signed on behalf of each of the Obligors (other than eDreams Gibraltar), Continuing Lenders, the Exiting Lender, the Existing Barclays Lender, the New Barclays Lender, the Agent and the Security Agent and is delivered on the date stated above.

This Agreement is also accepted as an Assignment Agreement for the purposes of the Amended Facility Agreement by the Agent, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Amended Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as the Effective Date. Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to in Clause 4.4 (*Barclays' transfer*) of this Agreement, which notice the Agent receives on behalf of each Finance Party.

SCHEDULE 1
THE PARTIES

PART I
THE OBLIGORS

The Borrowers

Name of Borrower	Registration number (or equivalent, if any)	Original Jurisdiction
eDreams ODIGEO, S.A.	Tax ID A02850956 Registration number Mercantile Registry of Madrid, volume 41561, sheet 130, page M-736332	Spain
eDreams, Inc.	2989894	Delaware, United States
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain
eDreams Srl	REA: MI – 1602440 C.F.: 12952780158	Italy
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia
Go Voyages SAS	522 727 700 RCS Paris	France
Go Voyages Trade SAS	508 572 344 RCS Paris	France
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France
Opodo Limited	04051797	England and Wales
Travellink AB	556596-2650	Sweden
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration number: Mercantile Registry of Madrid, Tomo 36897, Folio 121, Hoja M-660117.	Spain
eDreams (Gibraltar) Limited	Incorporation number: 121458	Gibraltar

Name of Borrower	Registration number (or equivalent, if any)	Original Jurisdiction
	Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	

The Guarantors

Name of Guarantor	Registration number (or equivalent, if any)	Original Jurisdiction
eDreams ODIGEO, S.A.	Tax ID A02850956 Registration number Mercantile Registry of Madrid, volume 41561, sheet 130, page M-736332	Spain
eDreams, Inc.	2989894	Delaware, United States
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain
eDreams Srl	REA: MI – 1602440 C.F.: 12952780158	Italy
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia
Go Voyages SAS	522 727 700 RCS Paris	France
Go Voyages Trade SAS	508 572 344 RCS Paris	France
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France
Opodo Limited	04051797	England and Wales
Travellink AB	556596-2650	Sweden
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration number: Mercantile Registry of Madrid, Tomo 36897, Folio 121, Hoja M-660117.	Spain
eDreams (Gibraltar) Limited	Incorporation number: 121458	Gibraltar

Name of Guarantor	**Registration number (or equivalent, if any)**	**Original Jurisdiction**
	Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	

PART II
THE BOOKRUNNERS AND MANDATED LEAD ARRANGERS

1. Banco Bilbao Vizcaya Argentaria, S.A.
2. Banco Santander, S.A.
3. Barclays Bank Ireland PLC
4. CaixaBank, S.A.
5. Deutsche Bank Aktiengesellschaft
6. Morgan Stanley Bank Aktiengesellschaft
7. Société Générale, Sucursal en España

SCHEDULE 2
THE CONTINUING LENDERS

Name of Lender	Revolving Facility Commitment (EUR)	Status (Non-Acceptable L/C Lender: Yes/No)
Banco Bilbao Vizcaya Argentaria, S.A.	20,000,000	No
Banco Santander, S.A.	35,000,000	No
Barclays Bank Ireland PLC	35,000,000	No
CaixaBank, S.A.	10,000,000	No
Deutsche Bank Aktiengesellschaft	35,000,000	No
Morgan Stanley Bank Aktiengesellschaft	20,000,000	No
Société Générale, Sucursal en España	25,000,000	No
Total	**180,000,000**	

SCHEDULE 3
CONDITIONS PRECEDENT

1. **Obligors**

1.1 For all Obligors, including eDreams Gibraltar, (except Spanish Obligors):

(a) a copy of the constitutional documents of each Obligor and eDreams Gibraltar (certified in the case of a French Obligor) and in respect of:

(i) each French Obligor:

(A) an original extract (*extrait K-bis*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old, and up to date articles of association (*statuts*);

(B) an original encumbrances certificate (*état d'endettement –privilèges et nantissements*) not more than fifteen (15) days old;

(C) an original non-bankruptcy certificate (*certificat de recherche de procédures collectives*) not more than fifteen (15) days old;

(ii) each Italian Obligor:

(A) a copy of the deed of incorporation (*atto costitutivo*) and of the current by-laws (*statuto*) of such Original Obligor;

(B) a certificate of registration (*certificato di iscrizione*) of such Obligor with the relevant Companies' Register dated not earlier than five Business Days from the date of this Agreement, confirming that as at the date thereof no pending insolvency procedure (*procedura concorsuale*) against such Obligor has been registered in the Companies' Register (*Registro delle Imprese*);

(iii) each Swedish Obligor:

(A) an up to date copy of the certificate of registration (Sw. *registreringsbevis*); and

(B) the articles of association (Sw. *bolagsordning*) currently in force; and

(iv) each U.S. Obligor, a copy of a good standing certificate issued as of a recent date by the Secretary of State or other appropriate official of each U.S. Obligor's jurisdiction of incorporation or organisation.

(b) A copy of a resolution (or, in the case of any Australian Obligor, an extract thereof) of the board of directors, management body, relevant administrators or equivalent corporate body (as applicable) of each Obligor and eDreams Gibraltar:

(i) approving the terms of, and the transactions contemplated by, the New Finance Documents to which it is a party and resolving that it execute, deliver (to the extent required) and perform the New Finance Documents to which it is a party;

(ii) authorising a specified person or persons (to the extent required) to execute the New Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the New Finance Documents to which it is a party.

(c) If required by law or by the by-laws of the relevant Obligor or eDreams Gibraltar (as applicable) (other than the Company and any Australian Obligor), a copy of a resolution signed by all the holders of the issued shares in such Obligor or eDreams Gibraltar (as applicable) (other than the Company), approving the terms of, and the transactions contemplated by, the New Finance Documents to which such Obligor or eDreams Gibraltar (as applicable) is a party and instructing the Obligor or eDreams Gibraltar (as applicable) to execute the New Finance Documents to which the Obligor or eDreams Gibraltar (as applicable) is a party.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph 1.1(b) or, if applicable, paragraph 1.1(c) above in relation to the New Finance Documents and related documents.

(e) If required by law or by the by-laws of the relevant Guarantor or eDreams Gibraltar (as applicable) (other than the Company and any Australian Obligor), a copy of a resolution of the board of directors of each corporate shareholder of each Guarantor or eDreams Gibraltar (as applicable) approving the terms of the resolution referred to in paragraph 1.1(c) above.

1.2 For the Spanish Obligors (including the Company):

(a) For each Spanish Obligor, a copy of an online search (*nota simple*) issued by the Spanish Mercantile Registry, dated no earlier than 30 days before the date of this Agreement.

(b) A certificate of each Spanish Obligor (signed by a director or other authorised signatory) confirming: (i) the content of its current articles of association (*estatutos sociales*) as registered by the Spanish Mercantile Registry and (ii) if applicable, the identity of its sole shareholder.

(c) A notarised copy of a resolution of the board of directors, management body or relevant administrators of each Spanish Obligor:

(i) approving the terms of, and the transactions contemplated by, the New Finance Documents to which it is a party and resolving that it execute and deliver (to the extent required) and perform the New Finance Documents to which it is a party;

(ii) authorising a specified person or persons (to the extent required) to execute the New Finance Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the New Finance Documents to which it is a party.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph 1.2(b) above in relation to the New Finance Documents and related documents.

1.3 A certificate of each Obligor and eDreams Gibraltar (as applicable) (signed by a director or an authorised signatory of such Obligor and eDreams (as applicable)):

(a) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments under and as such term is defined in the Amended Facility Agreement would not (subject to any applicable guarantee limitation language in Clause 23.11 (*Guarantee Limitations*) of the Amended Facility Agreement) cause any borrowing, guarantee, security or similar limit binding on it to be exceeded; and

(b) certifying that each copy document relating to it specified in this Schedule 3 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

1.4 In respect of each U.S. Obligor, a certificate of the chief financial officer of the Company or of the chief financial officer, director of finance, or other appropriate person of such U.S. Obligor, as to the solvency of such U.S. Obligor.

2. **Finance Documents**

The following documents duly executed by the parties to them:

(a) This Agreement.

(b) The Intercreditor Amendment Agreement.

(c) The 2022 Fee Letter.

(d) The Supplemental Receivables Assignment.

(e) The Supplemental Share Charge.

3. **Legal Opinions**

(a) A legal opinion of Cahill Gordon & Reindel (UK) LLP, legal advisers to the Agent as to English law substantially in the form distributed to the Lenders prior to the date of this Agreement.

(b) A legal opinion of the following legal advisers to the Agent:

(i) Advokatfirmaet Schjødt AS as to Swedish law;

(ii) Cahill, Gordon & Reindel (UK) LLP as to certain United States federal and state matters;

(iii) Hassans as to Gibraltar law;

(iv) Studio Legale Cappelli RCCD as to Italian law; and

(v) MinterEllison as to Australian law,

each substantially in the form distributed to the Lenders prior to the date of this Agreement.

(c) A legal opinion of the following advisers to the Company:

(i) Uría Menéndez Abogados, S.L.P. as to Spanish law;

(ii) Davis Polk & Wardwell LLP as to French law; and

(iii) Legance as to Italian law (such opinion to be limited to corporate existence, capacity and corporate power, authorisation, due execution and stamp duty),

each substantially in the form distributed to the Lenders prior to the date of this Agreement.

4. **Other documents and evidence**

(a) An up-to-date Group Structure Chart.

(b) Evidence that the fees, costs and expenses then due and payable from the Company pursuant to the 2022 Fee Letter and Clause 7 (*Costs and Expenses*) have been paid or will be paid by the Effective Date.

(c) A certificate of the Company (signed by a director or an authorised signatory of the Company) certifying that:

(i) the New Senior Secured Notes have been or will on the Effective Date be issued and subscribed for;

(ii) all conditions precedent to the issue and purchase of the New Senior Secured Notes have been or will on the Effective Date be fulfilled or have been waived;

(iii) after receipt of the proceeds of the New Senior Secured Notes on the Effective Date, the Existing Senior Secured Notes will be discharged in full by no later than the date falling one Business Day after the Effective Date; and

(iv) proceeds from the issuance of Equity Interests in the Company, in an amount not less than EUR 75,000,000, have been, or will on the Effective Date be, received by the Company.

(d) With respect to each French Borrower, an executed TEG Letter duly countersigned by such French Borrower.

SCHEDULE 4
LENDER CONFIRMATION

1. The New Barclays Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number 12/B/306094/DTTP) and is tax resident in Ireland, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Company notify:

   (A) each Borrower which is a Party as a Borrower as at the Transfer Date; and

   (B) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,

   that it wishes that scheme to apply to the Agreement.

The New Barclays Lender confirms that it is not a Non-Acceptable L/C Lender and it is not situated in, nor acting through a Facility Office incorporated in, a Non-Cooperative Jurisdiction.

Name of New Lender	**Borrower Jurisdiction**	**Tax Status**	**Treaty Passport scheme reference number and jurisdiction of tax residence**
Barclays Bank Ireland PLC	Australian Borrower	Not a Qualifying Lender	Treaty Passport scheme reference number: 12/B/306094/DTTP Jurisdiction of tax residence: Ireland
	French Borrower	Qualifying Lender (other than a Treaty Lender)	
	Italian Borrower	Qualifying Lender (other than a Treaty Lender)	
	Luxembourg Borrower	Qualifying Lender	
	Spanish Tax Borrower	EU Lender	
	Swedish Borrower	Qualifying Lender (other than a Treaty Lender)	
	Borrower incorporated in the United Kingdom	UK Treaty Lender	
	U.S. Borrower	Treaty Lender	
	Gibraltar Borrower	Qualifying Lender (other than a Treaty Lender)	

SCHEDULE 5
AMENDED AND RESTATED FACILITY AGREEMENT

Execution Version

Dated 4 October 2016

As amended and restated pursuant to the amendment agreement dated 18 September 2018

And as further amended and restated on the Effective Date

eDREAMS ODIGEO S.A.

as Company

with

DEUTSCHE BANK AKTIENGESELLSCHAFT

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

BARCLAYS BANK IRELAND PLC

BANCO SANTANDER, S.A.

CAIXABANK, S.A.

MORGAN STANLEY BANK AKTIENGESELLSCHAFT

as Bookrunners and Mandated Lead Arrangers

and

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

as Agent

and

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

as Security Agent

AMENDED AND RESTATED SUPER SENIOR REVOLVING CREDIT AND GUARANTEE FACILITIES AGREEMENT

TABLE OF CONTENTS

THIS AGREEMENT (the "**Agreement**") is dated 4 October 2016 (as amended and restated pursuant to the First Amendment Agreement (as defined below) and as further amended and restated pursuant to the Second Amendment Agreement (defined below)) and made between:

(1) **eDREAMS ODIGEO, S.A.**, a public limited liability company (*sociedad anónima*) organised and existing under the laws of Spain, having its registered office at Calle López de Hoyos, 35, 28002, Madrid (Spain) and registered with the Company Registry of Madrid (*Registro Mercantil de Madrid*) at volume 41561, sheet 130, page number M-736332 (the "**Company**"). The Company holds Spanish tax identification number A02850956 and its legal entity identifier (LEI) code is 959800Y8LQ5MR2YZ4N96;

(2) **THE COMPANIES** listed in Part I of Schedule 1 (*The Original Parties*) as original borrowers as at the Effective Date (the "**Original Borrowers**");

(3) **THE COMPANIES** listed in Part I of Schedule 1 (*The Original Parties*) as original guarantors as at the Effective Date (the "**Original Guarantors**");

(4) **DEUTSCHE BANK AKTIENGESELLSCHAFT, SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA, BANCO BILBAO VIZCAYA ARGENTARIA, S.A., BARCLAYS BANK IRELAND PLC, BANCO SANTANDER, S.A., CAIXABANK, S.A.,** and **MORGAN STANLEY BANK AKTIENGESELLSCHAFT** as bookrunners and mandated lead arrangers (whether acting individually or together the "**Arranger**");

(5) **THE FINANCIAL INSTITUTIONS** listed in Part II of Schedule 1 (*The Original Parties*) as lenders as at the Effective Date (the "**Original Lenders**");

(6) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as agent of the other Finance Parties (the "**Agent**"); and

(7) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as security agent for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement:

"**2022 Fee Letter**" means the fee letter dated _____ 2022 between, among others, the Company and the Agent entered into in connection with the Second Amendment Agreement.

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Ba2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency;

(b) any other bank or financial institution approved by the Agent;

(c) any of the Original Lenders; or

(d) any other Lender or an Affiliate of a Lender which is a bank.

"**Accession Deed**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Deed*).

"**Accordion Guarantee Facility**" has the meaning given to such term in Clause 2.3 (*Accordion Increase*).

"**Accordion Guarantee Facility Accession Undertaking**" means a notice substantially in the form set out in Schedule 18 (*Form of Accordion Guarantee Facility Accession Undertaking*).

"**Accordion Guarantee Facility Borrower**" has the meaning given to such term in Clause 2.4 (*Accordion Guarantee Facility*).

"**Accordion Guarantee Facility Commitment**" means, in relation to any Lender, the amount in the Base Currency of any Accordion Guarantee Facility Commitment assumed by it in accordance with Clause 2.4 (*Accordion Guarantee Facility*), transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*), to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Accordion Guarantee Facility Lender**" has the meaning given to such term in Clause 2.4 (*Accordion Guarantee Facility*).

"**Accordion Guarantee Facility Notice**" means a notice substantially in the form set out in Schedule 17 (*Form of Accordion Guarantee Facility Notice*) delivered by the Company to the Agent in accordance with Clause 2.4 (*Accordion Guarantee Facility*).

"**Accordion Increase**" has the meaning given to such term in Clause 2.3 (*Accordion Increase*).

"**Accordion Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 16 (*Form of Accordion Increase Confirmation*).

"**Accordion Increase Confirmation Notice**" means a notice substantially in the form set out in Schedule 15 (*Form of Accordion Increase Confirmation Notice*) delivered by the Company to the Agent in accordance with Clause 2.3 (*Accordion Increase*).

"**Accordion Increase Establishment Date**" means the date on which an Accordion Increase becomes effective pursuant to paragraph (xi) of Clause 2.3 (*Accordion Increase*) or paragraph (b)(vii) of Clause 2.4 (*Accordion Guarantee Facility*), as applicable.

"**Accordion Increase Lende**r" has the meaning given to such term in Clause 2.3 (*Accordion Increase*).

"**Accordion Increase Notice**" has the meaning given to such term in Clause 2.3 (*Accordion Increase*).

"**Accounting Reference Date**" means 31 March.

"**Additional Borrower**" means a member of the Group which becomes an Additional Borrower in accordance with Clause 31 (*Changes to the Obligors*).

"**Additional Guarantor**" means a member of the Group which becomes an Additional Guarantor in accordance with Clause 31 (*Changes to the Obligors*).

"**Additional Obligor**" means an Additional Borrower or an Additional Guarantor.

"**Adjusted Gross Leverage**" has the meaning given to that term in paragraph (a) of Clause 26.2 (*Financial Condition*).

"**Adjusted Gross Leverage Financial Covenant**" has the meaning given to that term in paragraph (a) of Clause 26.3 (*Calculation*).

"**Affidavit**" means the affidavit substantially in the form approved by the Italian Revenues Agency and made available on the website *www.agenziaentrate.gov.it*.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent's Spot Rate of Exchange**" means:

(a) the Agent's spot rate of exchange; or

(b) (if the Agent does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by the Agent (acting reasonably),

for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"**Agreed Guarantee and Security Principles**" means the principles set out in Schedule 13 (*Agreed Guarantee and Security Principles*).

"**Ancillary Commencement Date**" means, in relation to an Ancillary Facility, the date on which that Ancillary Facility is first made available, which date shall be a Business Day within the Availability Period for the Revolving Facility.

"**Ancillary Commitment**" means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 9 (*Ancillary Facilities*), to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Ancillary Facility. Where specified, an Ancillary Commitment shall include a Fronted Ancillary Commitment and a Fronting Ancillary Commitment.

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) (including a Fronted Ancillary Facility as the context requires).

"**Ancillary Lender**" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) (including a Fronting Ancillary Lender or a Fronted Ancillary Lender as the context requires).

"**Ancillary Outstandings**" means, at any time:

(a) in relation to an Ancillary Lender and an Ancillary Facility (other than a Fronted Ancillary Facility) then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility:

(i) the principal amount under each overdraft facility and on-demand short term loan facility (net of any Available Credit Balance);

(ii) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility (net of any cash cover held by that Ancillary Lender); and

(iii) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility; and

(b) in relation to a Fronted Ancillary Facility, the aggregate of the amounts outstanding as referred to in paragraphs (a)(i) to (iii) above (where, for this purpose, references in paragraph (a) above to Ancillary Lender and Ancillary Facility shall be read as references to Fronting Ancillary Lender and Fronted Ancillary Facility) under that Fronted Ancillary Facility,

in each case as determined by such Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender), acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.

"**Annual Financial Statements**" has the meaning given to that term in Clause 25 (*Information Undertakings*).

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Company and other members of the Group concerning or relating to bribery or corruption.

"**Anti-Money Laundering Laws**" means all anti-money laundering laws of any jurisdiction applicable to the Company and other members of the Group.

"**Ardian**" means any funds managed or advised by Ardian France S.A.

"**Assignment Agreement**" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee, *provided that*, if that other form does not contain the undertaking set out in the form set out in Schedule 5 (*Form of Assignment Agreement*) it shall not be a Creditor/Creditor Representative Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement.

"**Auditors**" means any firm appointed by the Company to act as its statutory auditors.

"**Australia**" means the Commonwealth of Australia.

"**Australian Borrower**" means a Borrower incorporated or organised in Australia for tax purposes.

"**Australian Banking Code of Practice**" means the Banking Code of Practice published by the Australian Bankers' Association, as amended, revised or amended and restated from time to time.

"**Australian Corporations Act**" means the Corporations Act 2001 (Cth) of Australia.

"**Australian Obligor**" means any Obligor incorporated or organised in Australia.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Automatic Acceleration Event**" has the meaning given to that term in Clause 28.11 (*U.S. Insolvency Acceleration*).

"**Availability Period**" means:

(a) in relation to the Revolving Facility, the period from and including the date of this Agreement (or, in the case of any Revolving Commitments in respect of an Accordion Increase, the period from and including the relevant Accordion Increase Establishment Date) to and including the date falling one month prior to the Termination Date;

(b) in relation to any Accordion Guarantee Facility, the period from and including the relevant Accordion Increase Establishment Date to and including the date falling one month prior to the Termination Date.

"**Available Commitment**" means, in relation to a Facility, a Lender's Commitment under that Facility minus (subject as set out below):

(a) the Base Currency Amount of its participation in any outstanding Utilisations under that Facility and, in the case of the Revolving Facility only, the Base Currency Amount of the aggregate of its (and its Affiliate's) Ancillary Commitment (including any Fronting Ancillary Commitment and any Fronted Ancillary Commitment); and

(b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any other Utilisations that are due to be made under that Facility on or before the proposed Utilisation Date and, in the case of the Revolving Facility only, the Base Currency Amount of its (and its Affiliate's) Ancillary Commitment (including any Fronting Ancillary Commitment and any Fronted Ancillary Commitment) in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

For the purposes of calculating a Lender's Available Commitment in relation to any proposed Utilisation, the following amounts shall not be deducted from that Lender's Revolving Facility Commitment or any Accordion Guarantee Facility Commitment, as applicable:

(i) that Lender's participation in any Revolving Facility Utilisations or Guarantee Facility Utilisations made available under the relevant Guarantee Facility, as applicable, that are due to be repaid or prepaid on or before the proposed Utilisation Date; and

(ii) in respect of the Revolving Facility only, that Lender's (and its Affiliate's) Ancillary Commitment (including any Fronting Ancillary Commitment and any Fronted Ancillary Commitment) to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date.

"**Available Credit Balance**" means, in relation to an Ancillary Facility, credit balances on any account of any Borrower of that Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility.

"**Available Facility**" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"**Bank Guarantee**" means a bank guarantee, substantially in the form set out in Schedule 11 (*Form of Bank Guarantee*) or in any other form requested by the Company and agreed by the Agent and the relevant Issuing Bank.

"**Base Currency**" means euro.

"**Base Currency Amount**" means:

(a) in relation to a Utilisation, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request in accordance with the terms of this Agreement) and, in the case of a Letter of Credit or a Bank Guarantee, as adjusted under Clause 6.8 (*Revaluation of Letters of Credit or Bank Guarantees*) at six-monthly intervals; and

(b) in relation to an Ancillary Commitment (including any Fronting Ancillary Commitment and any Fronted Ancillary Commitment), the amount specified as such in the notice delivered to the Agent by the Company pursuant to Clause 9.2 (*Availability*) (or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Ancillary Commencement Date for that Ancillary Facility or, if later, the date the Agent receives the notice of the Ancillary Commitment (including any Fronting Ancillary Commitment and any Fronted Ancillary Commitment) in accordance with the terms of this Agreement),

as adjusted to reflect any repayment, prepayment, consolidation or division of a Utilisation, or (as the case may be) cancellation or reduction of an Ancillary Facility.

"**Benchmark Rate**" means, in relation to any Loan in a Non-LIBOR Currency:

(a) the applicable Screen Rate as of the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 16.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is below zero, the Benchmark Rate shall be deemed to be zero.

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Ancillary Lender (which in the case of a Fronted Ancillary Facility shall be the Fronting Ancillary Lender) pursuant to Clause 9.8 (*Affiliates of Borrowers*).

"**Break Costs**" means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or

Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Madrid, Luxembourg, Paris and Barcelona and:

(a) in relation to any date for payment or purchase of a currency other than euro or a Non-LIBOR Currency) the principal financial centre of the country of that currency;

(b) in relation to any date for payment or purchase of euro) any TARGET Day; or

(c) in relation to any date for payment or purchase of (or the fixing of an interest rate in relation to) a Non-LIBOR Currency) any day specified as such in respect of that currency in Schedule 20 (*Other Benchmarks*).

"**Cash Equivalents**" has the meaning given to such term in Schedule 22 (*Notes Definitions*).

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code that is a direct or indirect Subsidiary of (i) a U.S. Borrower or (ii) any other U.S. Subsidiary of the Company that is treated as a corporation for U.S. federal income tax purposes.

"**CFC Holdco**" means any U.S. Subsidiary of the Company that owns no material assets other than equity interests and/or indebtedness of one or more CFCs.

"**Change of Control**" means (i) any person or group of persons (other than one or more Permitted Holders (as defined in Schedule 22 (*Notes Definitions*)) acting in concert gains direct or indirect control of the Company or (ii) the occurrence of any event referred to in paragraph (c) of the definition of "Change of Control" set out in Schedule 22 (*Notes Definitions*). For the purposes of this definition:

(a) "**control**" means holding beneficially 50.01 per cent. or more of the issued share capital of the Company with voting rights; and

(b) "**acting in concert**" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively cooperate through the acquisition of shares in the Company by any of them, either directly or indirectly, to obtain or consolidate control of the Company.

"**Charged Property**" means the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Closing Date**" means the date of first Utilisation.

"**Code**" means the US Internal Revenue Code of 1986, as amended.

"**Commitment**" means a Revolving Facility Commitment or an Accordion Guarantee Facility Commitment.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*).

"**Confidential Information**" means all information relating to the Company, any Obligor, the Group, any member of the Group, the Finance Documents, the Transaction Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

(a) any member of the Group, or any of its advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 42 (*Confidentiality*);

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate or Reference Bank Quotation.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA as at the date of this Agreement or in any other form agreed between the Company and the Agent.

"**CTA**" means the Corporation Tax Act 2009.

"**Debt Purchase Transaction**" means, in relation to a person, a transaction where such person:

(a) purchases by way of assignment or transfer;

(b) enters into any sub-participation in respect of; or

(c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 28 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default, *provided that*, any such event or circumstance which requires the satisfaction of a condition as to materiality before it becomes an Event of Default shall not be a Default unless that condition is satisfied.

"**Defaulting Lender**" means any Lender:

(a) which has failed to make its participation in a Loan available or has notified the Agent or the Company (which has notified the Agent) that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' Participation*) or which has failed to provide cash collateral (or has notified the Issuing Bank or the Company (which has notified the Agent) that it will not provide cash collateral) in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*);

(b) which has otherwise rescinded or repudiated a Finance Document; or

(c) which is an Issuing Bank which has failed to issue a Letter of Credit or Bank Guarantee (or has notified the Agent or the Company (which has notified the Agent) that it will not issue a Letter of Credit or a Bank Guarantee) in accordance with Clause 6.5 (*Issue of Letters of Credit and Bank Guarantees*) or which has failed to pay a claim (or has notified the Agent or the Company (which has notified the Agent) that it will not pay a claim) in accordance with (and as defined in) Clause 7.2 (*Claims under a Letter of Credit or Bank Guarantee*); or

(d) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraphs (a) and (c) above:

(i) its failure to pay, or to issue a Letter of Credit or a Bank Guarantee, is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

(C) payment is made within three Business Days of its due date; or

(ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Designated Gross Amount**" means the amount notified by the Company to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Gross Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

"**Designated Net Amount**" means the amount notified by the Company to the Agent upon the establishment of a Multi-account Overdraft as being the maximum amount of Net Outstandings that will, at any time, be outstanding under that Multi-account Overdraft.

"**Designated Person**" means any Person listed on a Sanctions List.

"**Direct Subsidiary Receivables Assignment**" means any receivables assignment granted over the Loan Receivables from time to time (other than any Loan Receivables owed to the Company by Opodo Limited) granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) (or any substitute or additional receivables assignment over such direct Subsidiary granted in favour of the Security Agent).

"**Direct Subsidiary Share Charge**" means any share charge over the entire issued share capital of the direct Subsidiary of the Company from time to time (other than Opodo Limited) granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) (or any substitute or additional share charge over such direct Subsidiary granted in favour of the Security Agent).

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**EBITDA**" has the meaning given to such term in Clause 26.1 (*Financial Definitions*).

"**eDreams Gibraltar**" means eDreams (Gibraltar) Limited, a limited liability company incorporated in Gibraltar with registered number 121458.

"**Effective Date**" has the meaning given to such term in the Second Amendment Agreement.

"**Eligible Institution**" means any Lender or other bank, financial institution trust, fund or other entity selected by the Company and which, in each case, is not a Significant Shareholder or a member of the Group.

"**English Guarantor**" means any Guarantor incorporated in England and Wales.

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water).

"**Environmental Claim**" means any claim or proceeding by any governmental or supra-national entity in respect of any Environmental Law.

"**Environmental Law**" means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"**Environmental Permits**" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group.

"**Equity Contribution**" means:

(a) any subscription by a Significant Shareholder or any other shareholder for shares issued by the Company and any capital contributions made by a Significant Shareholder or any other shareholder to the Company; and/or

(b) any loans, notes, bonds or like instruments issued by the Company to a Significant Shareholder or any other shareholder or made by a Significant Shareholder or any other shareholder to the Company which are subordinated to the Facilities pursuant to the Intercreditor Agreement (with no right to prepayment or acceleration or cash return payable whilst any amount remains outstanding under the Facilities, unless otherwise permitted by the Intercreditor Agreement) or otherwise on terms satisfactory to the Agent, acting on the instructions of the Majority Lenders.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974 and the regulations promulgated and rulings issued thereunder.

"**ERISA Affiliate**" means any person that would be deemed at any relevant time to be a single employer with an Obligor, pursuant to Section 414(b), (c), (m) or (o) of the Code or would be treated as under common control with an Obligor within the meaning of Section 4001(a)(14) of ERISA.

"**EURIBOR**" means, in relation to any Loan in euro:

(a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 16.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR will be deemed to be zero.

"**Event of Default**" means any event or circumstance specified as such in Clause 28 (*Events of Default*).

"**Excluded Finance Party**" means, for purposes of paragraph (b) of Clause 41.2 (*Required Consents*):

(a) Banco Bilbao Vizcaya Argentaria S.A.;

(b) Banco Santander, S.A.;

(c) CaixaBank, S.A.; and

(d) any other Finance Party which (i) notifies the Agent and the Company that it is not able to grant sufficient power of attorney regarding eventual amendments under Clause 41 (*Amendments and Waivers*) and (ii) which the Company confirms in writing to the Agent shall be treated as an Excluded Finance Party.

"**Executing Finance Party**" has the meaning given to it in Clause 32.1 (*Appointment of the Agent*).

"**Expiry Date**" means, for a Letter of Credit or a Bank Guarantee, the last day of its Term.

"**Facility**" means the Revolving Facility or an Accordion Guarantee Facility.

"**Facility Office**" means:

(a) in respect of a Lender or the Issuing Bank, the office or offices notified by that Lender or the Issuing Bank to the Agent in writing on or before the date it becomes a Lender or the Issuing Bank (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code and any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law, guidance or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law, guidance or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above,

the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means:

(a) any letter or letters dated on or about the date of this Agreement between an Original Lender and the Company (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 17 (*Fees*);

(b) the 2022 Fee Letter; and

(c) any agreement setting out fees payable to a Finance Party referred to in paragraph (i) of Clause 2.2 (*Increase*), paragraph (i) of Clause 2.3 (*Accordion Increase*), paragraph (g) of Clause 2.4 (*Accordion Guarantee Facility*), Clause 17.5 (*Fees Payable in Respect of Letters of Credit and Bank Guarantees*) or Clause 17.6 (*Interest, Commission and Fees on Ancillary Facilities*) or under any other Finance Document.

"**Finance Document**" means this Agreement, any Accession Deed, the First Amendment Agreement, the Second Amendment Agreement, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, the First Intercreditor Amendment Agreement, the Second Intercreditor Amendment Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, any Accordion Increase Confirmation Notice, any Accordion Guarantee Facility Notice, any Minimum Liquidity Certificate, the TEG Letter and any other document designated as a "Finance Document" by the Agent and the Company.

"**Finance Lease**" means any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, *provided that*, any lease or hire purchase contract which was not, or would not have been, treated as a finance or capital lease in accordance with GAAP as they applied to the Original Financial Statements of the Company shall not constitute a "Finance Lease".

"**Finance Party**" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, or any Ancillary Lender (including, for the avoidance of doubt, any Fronting Ancillary Lender and any Fronted Ancillary Lender).

"**Financial Covenant Drawstop Event**" means the event that is continuing from and including the date on which the Company has delivered a Compliance Certificate demonstrating that the Adjusted Gross Leverage in respect of the Restricted Group calculated in accordance with Clause 26 (*Financial Covenant*) exceeds 6.00:1 to the earlier of:

(a) receipt by the Company of an Equity Contribution in an amount at least sufficient to ensure that the Adjusted Gross Leverage Financial Covenant would be complied with if tested again in accordance with Clause 26.4 (*Equity Cure*); and

(b) the date upon which the Company delivers a Compliance Certificate for a subsequent Relevant Period demonstrating that Adjusted Gross Leverage in respect of the Restricted Group calculated in accordance with Clause 26 (*Financial Covenant*) is below 6.00:1.

"**Financial Indebtedness**" means (without double counting) any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds (other than any performance or advance payment bond), notes, commercial paper, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of Finance Leases, *provided that*, only the capitalised value shall be taken into account;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, *provided that*, the underlying obligation in respect of which such instrument is issued would be treated as Financial Indebtedness;

(h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date;

(i) any amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question and the terms of the agreement permit liabilities to be outstanding for six months or more (where, for the avoidance of doubt, this paragraph shall not apply to any scheduled payments or instalments agreed in relation to the supply of assets or services entered into in the ordinary course of trading of any member of the Group nor where the payment deferral results from non or delayed satisfaction of contract terms by the supplier or from contract terms establishing payment schedules tied to total or partial contract completion and/or to the results of operational testing procedures);

(j) any amount raised under any other transaction classified as a borrowing under GAAP; and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

excluding any indebtedness or liability in respect of pension, post-employment or employment incentive scheme liabilities.

"**Financial Quarter**" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

"**Financial Year**" means the annual accounting period of the Group ending on or about 31 March in each year.

"**First Amendment Agreement**" means the amendment and restatement agreement dated 18 September 2018 between, among others, the Company and Société Générale as agent and security agent in respect of this Agreement.

"**First Intercreditor Amendment Agreement**" means the amendment and restatement agreement dated 25 September 2018 between, among others, the Company and Société Générale as security agent in respect of the Intercreditor Agreement.

"**First Supplemental Receivables Assignment Agreement**" means the supplemental receivables assignment agreement dated 25 September 2018 between, among others, the Company and Société Générale as security agent in connection with the Original Receivables Assignment Agreement.

"First Supplemental Share Charge" means the supplemental security over shares agreement dated 25 September 2018 between, among others, the Company and Société Générale as security agent in connection with the Original Share Charge.

"**French Borrower**" means a Borrower incorporated or organised in France.

"**French Guarantor**" means a Guarantor incorporated or organised in France.

"**French Obligor**" means a French Borrower or a French Guarantor.

"**Fronted Ancillary Commitment**" means, in relation to a Fronted Ancillary Lender and a Fronted Ancillary Facility, the commitment of that Fronted Ancillary Lender under the relevant Fronted Ancillary Facility as notified to the Agent pursuant to Clause 9.2 (*Availability*) to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Fronted Ancillary Facility.

"**Fronted Ancillary Facility**" has the meaning given to it in Clause 9.2 (*Availability*).

"**Fronted Ancillary Lender**" has the meaning given to it in Clause 9.2 (*Availability*).

"**Fronted Ancillary Portion**" means, in relation to a Fronted Ancillary Lender, the proportion which that Fronted Ancillary Lender's Fronted Ancillary Commitment bears to all Fronted Ancillary Commitments in respect of the relevant Fronted Ancillary Facility.

"**Fronting Ancillary Commitment**" means, in relation to a Fronting Ancillary Lender and a Fronted Ancillary Facility, the commitment of that Fronting Ancillary Lender under that part of the Fronted Ancillary Facility for which it is not indemnified by Fronted Ancillary Lenders pursuant to paragraph (b) of Clause 9.11 (*Fronted Ancillary Commitment Indemnities, etc.*), as notified to the Agent pursuant to Clause 9.2 (*Availability*) to the extent that amount is not cancelled or reduced under this Agreement or the Ancillary Documents relating to that Fronted Ancillary Facility.

"**Fronting Ancillary Lender**" has the meaning given to it in Clause 9.2 (*Availability*).

"**Funding Rate**" means any individual rate notified by a Lender to the Agent pursuant to paragraph(ii) of Clause 16.4 (*Cost of Funds*).

"**Funds Flow Statement**" means a funds flow statement in agreed form.

"**GAAP**" means International Financial Reporting Standards promulgated by the International Accounting Standards Board and as adopted by the European Union or any variation thereof with which the Company or its Subsidiaries are, or may be, required to comply; *provided that*, at any date after the Closing Date, other than for purposes of the reports required under Clause 25.1 (*Financial Statements*), the Company may make an irrevocable election (by written notice to the Agent) to establish that "GAAP" shall mean GAAP as in effect on a date that is on or prior to the date of such election.

"**Gibraltar Borrower**" has the meaning given to that term in Clause 18 (*Tax Gross-Up and Indemnities*).

"**Gibraltar Guarantor**" means any Guarantor incorporated in Gibraltar.

"**Gross Financial Indebtedness**" has the meaning given to such term in Clause 26.1 (*Financial Definitions*).

"**Gross Outstandings**" means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft but calculated on the basis that the words "(net of any Available Credit Balance)" in paragraph (a) of the definition of "Ancillary Outstandings" were deleted.

"**Group**" means the Company and each of its Subsidiaries for the time being.

"**Group Structure Chart**" means the group structure chart in the agreed form.

"**Guarantee Facility**" means an Accordion Guarantee Facility.

"**Guarantee Facility Commitment**" means any Accordion Guarantee Facility Commitment.

"**Guarantee Facility Utilisation**" means a Bank Guarantee.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*).

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**IATA**" means the International Air Transport Association.

"**Impaired Agent**" means the Agent at any time when:

(a) it has failed to make (or has notified a Party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;

(b) the Agent otherwise rescinds or repudiates a Finance Document;

(c) (if the Agent is also a Lender) it is a Defaulting Lender under paragraph (a), (b) or (c) of the definition of "Defaulting Lender"; or

(d) an Insolvency Event has occurred and is continuing with respect to the Agent,

unless, in the case of paragraph (a) above:

(i) its failure to pay is caused by:

(A) administrative or technical error; or

(B) a Disruption Event; and

payment is made within three Business Days of its due date; or

(ii) the Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"**Increase Confirmation**" means a confirmation substantially in the form set out in Schedule 14 (*Form of Increase Confirmation*).

"**Increase Lender**" has the meaning given to that term in Clause 2.2 (*Increase*).

"**Individual Terms**" has the meaning given to such term in Clause 2.4 (*Accordion Guarantee Facility*).

"**Insolvency Event**" in relation to an entity means that the entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy (Sw. *konkurs)* or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, company reorganisation (Sw. *företagsrekonstruktion*) or a petition is presented for its winding-up or liquidation (Sw. *likvidation*), and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has exercised in respect of it one or more of the stabilisation powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;

(g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(h) seeks or becomes subject to the appointment of an administrator, compulsory administrator, administrative receiver, liquidator, provisional liquidator, conservator, receiver, receiver and manager, trustee, custodian, *mandataire ad hoc*, *conciliateur*, controller (in the case of appointments under Australian law, as defined in the Australian Corporations Act) or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);

(i) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Intellectual Property**" means:

(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may on or after the date of this Agreement subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may on or after the date of this Agreement subsist).

"**Intercreditor Agreement**" means the intercreditor agreement originally dated 4 October 2016, and made between, among others, the Company, Société Générale, Sucursal en España as Security Agent, Société Générale, Sucursal en España as Revolving Agent and Deutsche Trustee Company Limited as Senior Secured Note Trustee as amended and restated pursuant to the First Intercreditor Amendment Agreement and the Second Intercreditor Amendment Agreement.

"**Interest Period**" means, in relation to a Loan, each period determined in accordance with Clause 15 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 14.3 (*Default Interest*).

"**Interpolated Screen Rate**" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time for the currency of that Loan.

"**Ipso Facto Event**" means an Australian Borrower is the subject of:

(a) an announcement, application, compromise, arrangement, managing controller or administration as described in section 415D(1), 434J(1) or 451E(1) of the Australian Corporations Act; or

(b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

"**IRS**" means the U.S. Internal Revenue Service.

"**Issuing Bank**" means:

(a) in respect of the Revolving Facility, Société Générale, Sucursal en España and any Lender under the Revolving Facility which has become an Issuing Bank under the Revolving Facility pursuant to Clause 6.10 (*Appointment of Additional Issuing Banks*); and

(b) in respect of any Accordion Guarantee Facility, any Accordion Guarantee Facility Lender designated as an Issuing Bank under that Accordion Guarantee Facility in the applicable Accordion Guarantee Facility Notice and any Lender under such Accordion Guarantee Facility which has become a Party as an Issuing Bank under such Accordion Guarantee Facility pursuant to Clause 6.10 (*Appointment of Additional Issuing Banks*),

and if there is more than one such Issuing Bank, such Issuing Banks shall be referred to, whether acting individually or together, as the "Issuing Bank", *provided that*:

(i) in respect of a Letter of Credit or a Bank Guarantee issued or to be issued pursuant to the terms of this Agreement, the "Issuing Bank" shall be the relevant Issuing Bank which has issued or agreed to issue that Letter of Credit or Bank Guarantee; and

(ii) in respect of any consent or approval of the Issuing Bank required under this Agreement in respect of a matter which relates only to the Revolving Facility or any Accordion Guarantee Facility, as applicable, the "Issuing Bank" shall be the relevant Issuing Bank which is a Lender under the Revolving Facility or such Accordion Guarantee Facility, as applicable.

"**ITA**" means the Income Tax Act 2007.

"**Italian Bankruptcy Law**" means the Italian Royal Decree No. 267 of 16 March 1942, as amended, supplemented and implemented from time to time, and, starting from the date of effectiveness of the relevant provisions, the Legislative Decree no. 14 dated 12 January 2019 (as amended, supplemented and implemented from time to time).

"**Italian Borrower**" means eDreams Srl and any other Borrower incorporated or organised in Italy.

"**Italian Civil Code**" means the Italian civil code, enacted by Royal Decree No. 262 of 16 March 1942, as amended, supplemented and implemented from time to time.

"**Italian Guarantor**" means a Guarantor which is incorporated or organised in Italy.

"**Italian Obligor**" means an Italian Borrower or an Italian Guarantor.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"**L/C Proportion**" means in relation to a Lender in respect of any Letter of Credit or Bank Guarantee, the proportion (expressed as a percentage) borne by that Lender's Available Commitment under the relevant Facility to the relevant Available Facility immediately prior to the issue of that Letter of Credit or Bank Guarantee, adjusted to reflect any assignment or transfer under this Agreement to or by that Lender.

"**Legal Opinion**" means any legal opinion delivered to the Agent under Clause 4.1 (*Initial Conditions Precedent*), Clause 27.16 (*Conditions Subsequent*) or Clause 31 (*Changes to the Obligors*) or any other legal opinion in the form agreed with the Agent or the Security Agent and delivered to the Agent or the Security Agent in connection with any grant of Transaction Security.

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of any stamp duty may be void and defences of set-off or counterclaim;

(c) the principle that default interest may be held to be unenforceable on the grounds that it is a penalty;

(d) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any Legal Opinion.

"**Lender**" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Accordion Increase*), Clause 2.4 (*Accordion Guarantee Facility*) or Clause 29 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

"**Letter of Credit**" means:

(a) a letter of credit, substantially in the form set out in Schedule 10 (*Form of Letter of Credit*) or in any other form requested by the Company and agreed by the Agent (with the prior consent of the Majority Lenders) and the relevant Issuing Bank; or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent (with the prior consent of the Majority Lenders) and the relevant Issuing Bank.

"**Liquidity**" has the meaning given to that term in Clause 26.1 (*Financial Definitions*).

"**LMA**" means the Loan Market Association.

"**Loan**" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan.

"**Loan Receivable**" means any rights in respect of any Financial Indebtedness arising under any downstream intercompany loan made by the Company to any Subsidiary of the Company (but, for the avoidance of doubt, excluding any Financial Indebtedness arising under (i) any upstream intercompany loan made by a Subsidiary of the Company to the Company and (ii) any upstream, downstream or crossstream intercompany loans between any Subsidiaries of the Company).

"**Luxembourg Borrower**" means any Borrower incorporated or organised in Luxembourg.

"**Luxembourg Guarantor**" means a Guarantor which is incorporated or established in Luxembourg.

"**Luxembourg Material Company**" means a Material Company whose centre of main interests within the meaning of the Regulation is located in Luxembourg or which is incorporated in Luxembourg.

"**Luxembourg Obligor**" means a Luxembourg Borrower and/or a Luxembourg Guarantor.

"**Majority Lenders**" means:

(a) for the purposes of paragraph (a) of Clause 41.2 (*Required Consents*) in the context of a waiver or consent solely in relation to a proposed Utilisation of the Revolving Facility (other than a Utilisation on the Closing Date) of the condition in Clause 4.2 (*Further Conditions Precedent*), a Lender or Lenders whose Revolving Facility Commitments aggregate more than $66^2/_3$ per cent. of the Total Revolving Facility Commitments;

(b) for the purposes of paragraph (a) of Clause 41.2 (*Required Consents*) in the context of a waiver or consent solely in relation to a proposed Utilisation of any Accordion Guarantee Facility of the condition in Clause 4.2 (*Further Conditions Precedent*), a Lender or Lenders whose Accordion Guarantee Facility Commitments in respect of that Accordion Guarantee Facility aggregate more than $66^2/_3$ per cent. of the Total Accordion Guarantee Facility Commitments in respect of that Accordion Guarantee Facility; and

(c) (in any other case), a Lender or Lenders whose Commitments aggregate more than $66^2/_3$ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66^2/_3$ per cent. of the Total Commitments immediately prior to that reduction).

"**Margin**" means 3.25 per cent. per annum, but, at any time after the date falling three months after the Effective Date, if:

(a) no Event of Default has occurred which is continuing; and

(b) Adjusted Gross Leverage in respect of the most recently completed Relevant Period is within a range set out below,

then the Margin will be the percentage per annum set out below in the column opposite that range:

Adjusted Gross Leverage	**Margin % p.a.**
Greater than 4.25:1	3.25
Equal to or less than 4.25:1 but greater than 3.75:1	3.00
Equal to or less than 3.75:1 but greater than 3.25:1	2.75
Equal to or less than 3.25:1 but greater than 2.75:1	2.50
Equal to or less than 2.75:1	2.25

However:

(a) any increase or decrease in the Margin shall take effect on the date (the "**reset date**") which is 5 Business Days following receipt by the Agent of the Compliance Certificate for that Relevant Period pursuant to Clause 25.2 (*Provision and Contents of Compliance Certificate*), provided that, for the avoidance of doubt, no reset date shall occur prior to the date falling three months after the Effective Date;

(b) if, following receipt by the Agent of the Compliance Certificate related to the relevant Annual Financial Statements, that Compliance Certificate does not confirm the basis for a reduced or increased Margin, then paragraph (b) of Clause 14.2 (*Payment of Interest*) shall apply and the Margin shall be the percentage per annum determined using the table above and the revised ratio of Adjusted Gross Leverage calculated using the figures in that Compliance Certificate;

(c) while an Event of Default is continuing, the Margin shall be the highest percentage per annum set out above, *provided that*, the Margin will revert to the rate that would otherwise be determined in accordance with the table above upon an Event of Default being remedied or waived; and

(d) for the purpose of determining the Margin, Adjusted Gross Leverage and Relevant Period shall be determined in accordance with Clause 26.1 (*Financial Definitions*).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, assets or financial condition of the Group taken as a whole; or

(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents; or

(c) the validity or enforceability of any Security granted or purported to be granted pursuant to any of the Finance Documents, *provided that*, if such circumstances are capable of remedy such circumstances are not remedied within ten Business Days of the earlier of (i) the Agent giving notice to the Company and (ii) the Company becoming aware of such circumstances.

"**Margin Stock**" means margin stock or "margin security" within the meaning of Regulations T, U and X.

"**Material Company**" means any Restricted Subsidiary in which the Company holds, directly or indirectly, 90 per cent. or more of the issued ordinary share capital and which for the last Financial Year has earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA but on an unconsolidated basis) representing 5.00 per cent. or more of EBITDA, being, as at the date of this Agreement, the Restricted Subsidiaries listed in Schedule 12 (*Material Companies*).

Subject to Clause 25.2 (*Provision and Contents of Compliance Certificate*), after the date of this Agreement compliance with the condition set out above shall be determined by reference to the most recent Compliance Certificate supplied by the Company with its audited consolidated annual financial statements.

However, if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary.

A report by the Auditors of the Company that a Subsidiary is or is not a Material Company shall, in the absence of manifest error, be conclusive and binding on all Parties.

"**Maximum Accordion Increase Commitments**" means EUR 75,000,000.

"**Merger**" means any amalgamation, demerger, merger, consolidation or corporate reconstruction.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) (other than where paragraph (b) below applies):

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(b) in relation to an Interest Period for any Loan (or any other period for the accrual of commission or fees) in a Non-LIBOR Currency for which there are rules specified as Business Day Conventions in respect of that currency in Schedule 20 (*Other Benchmarks*), those rules shall apply.

The rules in paragraph (a) above will only apply to the last Month of any period.

"**Multi-account Overdraft**" means an Ancillary Facility which is an overdraft facility comprising more than one account.

"**Multiemployer Plan**" means a "multiemployer plan" (as defined in Section (3)(37) or 4001(a)(3) of ERISA) that is subject to Title IV of ERISA that is contributed to for any employees of an Obligor or any ERISA Affiliate or in respect of which any Obligor or any ERISA Affiliate has any actual or contingent liability.

"**Net Outstandings**" means, in relation to a Multi-account Overdraft, the Ancillary Outstandings of that Multi-account Overdraft.

"**New Lender**" has the meaning given to that term in Clause 29 (*Changes to the Lenders*).

"**Non-Acceptable L/C Lender**" means a Lender under the Revolving Facility or any Guarantee Facility which:

(a) is not an Acceptable Bank within the meaning of paragraph (a) or (c) of the definition of "Acceptable Bank" (other than a Lender which the relevant Issuing Bank has agreed is acceptable to it notwithstanding that fact);

(b) is a Defaulting Lender; or

(c) has failed to make (or has notified the Agent that it will not make) a payment to be made by it under Clause 7.3 (*Indemnities*) or Clause 32.11 (*Lenders' Indemnity to the Agent*) or any other payment to be made by it under the Finance Documents to or for the account of any other Finance Party in its capacity as Lender by the due date for payment unless the failure to pay falls within the description of any of those items set out at paragraphs (i) and (ii) of the definition of "Defaulting Lender".

"**Non-Consenting Lender**" has the meaning given to that term in Clause 41.9 (*Replacement of Lender*).

"**Non-Cooperative Jurisdiction**" means a "non-cooperative state or territory" (*Etat ou territoire non coopératif*) as set out in the list referred to in Article 238-0 A of the French Tax Code, as such list may be amended from time to time.

"**Non-LIBOR Currency**" means Australian dollars, Danish krone, Norwegian krone, Polish zloty and Swedish krona.

"**Notifiable Debt Purchase Transaction**" has the meaning given to that term in paragraph (b) of Clause 30.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Significant Shareholders*).

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Department of Treasury.

"**Obligor**" means a Borrower or a Guarantor.

"**Obligors' Agent**" means the Company, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.6 (*Obligors' Agent*).

"**Opodo Limited**" means Opodo Limited, a company incorporated in England and Wales with Company Number 04051797.

"**Opodo Share Charge**" means an English law governed share charge over the entire issued share capital of Opodo Limited granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) (or any substitute or additional share charge over Opodo Limited granted in favour of the Security Agent from time to time).

"**Optional Accordion Guarantee Facility Currency**" has the meaning given to such term in Clause 2.4 (*Accordion Guarantee Facility*).

"**Optional Currency**" means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions Relating to Optional Currencies*).

"**Original Financial Statements**" means, in relation to the Company, its audited consolidated financial statements for its Financial Year ended 31 March 2016.

"**Original Jurisdiction**" means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the Effective Date or, in the case of an Additional Obligor, as at the date on which that Additional Obligor becomes Party as a Borrower or a Guarantor (as the case may be).

"**Original Obligor**" means an Original Borrower or an Original Guarantor.

"**Original Receivables Assignment Agreement**" means the receivables assignment agreement dated 4 October 2016 between the Company and Société Générale as security agent.

"**Original Share Charge**" means the security over shares agreement dated 4 October 2016 between LuxGEO S.à r.l. and Société Générale as security agent.

"**Pari Passu Documents**" has the meaning given to such term in the Intercreditor Agreement.

"**Pari Passu Creditors**" has the meaning given to such term in the Intercreditor Agreement.

"**Pari Passu Liabilities**" has the meaning given to such term in the Intercreditor Agreement.

"**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"**Party**" means a party to this Agreement.

"**Perfection Requirements**" means the making or procuring of registrations, filings, endorsements, notarisations, stampings and/or notifications of the Finance Documents (and/or security created thereunder) necessary for the validity and enforceability thereof.

"**Permira**" means any funds managed or advised by Permira Asesores, S.L.

"**Permitted Gross Outstandings**" means, in relation to a Multi-account Overdraft, any amount, not exceeding its Designated Gross Amount, which is the amount of the Gross Outstandings of that Multi-account Overdraft.

"**Permitted Tax Jurisdiction**" has the meaning given to such term in Clause 24.10 (*Taxation*).

"**Permitted Transaction**" means:

(a) any Merger or other reorganisation (including, without limitation, any change of the jurisdiction of incorporation or organisation of any member of the Group) so long as:

(i) in the case of any Merger or other reorganisation involving the Company, the Company is the sole surviving entity and the jurisdiction of incorporation or organisation of the Company is either Luxembourg or Spain;

(ii) in the case of any Merger or other reorganisation involving the direct Subsidiary of the Company from time to time: (A) the jurisdiction of incorporation or organisation of the surviving entity of such merger or reorganisation (the "**Surviving Entity**") is Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands,

England and Wales or Spain, (B) either: (x) the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such merger (it being understood that the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement); or, (y) the Secured Parties (or the Security Agent on their behalf) will have substantially equivalent security over the entire issued share capital of the Surviving Entity ignoring, where relevant, for the purpose of assessing such equivalency, any hardening periods over the shares (or other interests) in the Surviving Entity and (C) to the extent applicable, the requirements set out in Clause 27.16 (*Conditions Subsequent*) are satisfied (it being understood that any Direct Subsidiary Receivables Assignment may be amended, supplemented, restated, renewed, and/or released and retaken in accordance with the Intercreditor Agreement);

(iii) the Receivables Assignment or any Direct Subsidiary Receivables Assignment (as applicable) in respect of any Loan Receivables which, for the avoidance of doubt, are not repaid, redeemed or discharged on or prior to the completion of the relevant Merger or other reorganisation remains, subject to the Legal Reservations, legal, valid, binding and enforceable following such Merger or other reorganisation (it being understood that the Receivables Pledge or any Direct Subsidiary Receivables Assignment (as applicable) may be amended, supplemented, restated renewed and/or released and retaken in accordance with the Intercreditor Agreement);

(iv) any payments or assets transferred as a result of such Merger or other reorganisation are transferred to other members of the Group;

(v) in the case of a Merger or other reorganisation of one or more Borrowers (other than the Company or the direct Subsidiary of the Company), a Borrower is the surviving entity of such Merger or other reorganisation or, where a Borrower is not the surviving entity, the surviving entity assumes all borrowing liabilities of the relevant Borrower(s) under this Agreement, provided that such surviving entity is incorporated or organised in Australia, England and Wales, France, Gibraltar, Luxembourg, Spain, Italy, Sweden, the United States or in any other jurisdiction of incorporation of an existing Borrower under the relevant Facility or otherwise if all the Lenders under the relevant Facility approve the surviving entity as a Borrower; and

(vi) in the case of a Merger or other reorganisation of one or more Guarantors (other than the Company or the direct Subsidiary of the Company), a Guarantor is the surviving entity of such Merger or other reorganisation or, where a Guarantor is not the surviving entity, the material assets of such Guarantor(s) are distributed to another entity, which accedes to this Agreement as a Guarantor pursuant to Clause 31.4 (*Additional Guarantors*) within five days after the completion of such Merger or other reorganisation,

(b) the solvent liquidation or other dissolution or disposition of the capital stock of any member of the Group (other than the Company), *provided that*, (i) if such member of the Group is a Guarantor, the assets of such Guarantor are distributed to another Guarantor; (ii) at all times: (A) the direct Subsidiary of the Company is organised or incorporated in Luxembourg, the United States of America (or any state thereof or the District of Columbia), the Netherlands, England and Wales or Spain; and (B) the Secured Parties (or the Security Agent on their behalf) have, subject to the Legal

Reservations, legal, valid, binding and enforceable security over the entire issued share capital of the direct Subsidiary of the Company pursuant to the Opodo Share Charge or a Direct Subsidiary Share Charge (it being understood that the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) may be amended, supplemented, restated, renewed and/or released and retaken in accordance with the Intercreditor Agreement) and (iii) to the extent applicable, the requirements set out in Clause 27.16(c) (*Condition Subsequent*) are satisfied (it being understood that any Direct Subsidiary Receivables Assignment may be amended, supplemented, restated, renewed, and/or released and retaken in accordance with the Intercreditor Agreement); and

(c) any other reorganisation of one or more members of the Group to which the Agent (acting on the instructions of the Majority Lenders) shall have given prior written consent.

"**Qualifying Lender**" has the meaning given to that term in Clause 18 (*Tax Gross-Up and Indemnities*).

"**Quarter Date**" means 31 March, 30 June, 30 September and 31 December.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined:

(a)

(i) (if the currency is sterling) the first day of that period;

(ii) (if the currency is euro) two TARGET Days before the first day of that period; or

(iii) (for any other currency other than a Non-LIBOR Currency) two Business Days before the first day of that period,

unless market practice differs in the Relevant Market for a currency, in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days); or

(b) (if the currency is a Non-LIBOR Currency) the day specified as such in respect of that currency in Schedule 20 (*Other Benchmarks*).

"**Receivables Assignment**" means an English law governed security assignment pursuant to which the Company grants security over Loan Receivables in favour of the Security Agent for the benefit of the Secured Parties which is delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) (or any substitute or additional receivables assignment over any Loan Receivables granted in favour of the Security Agent).

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Reference Bank Quotation**" means any quotation supplied to the Agent by a Reference Bank.

"**Reference Bank Rate**" means:

(a) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks, in relation to EURIBOR:

(i) (other than where paragraph (ii) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or

(ii) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator; or

(b) in relation to a Benchmark Rate for a Loan in a Non-LIBOR Currency, the rate specified as such in respect of that currency in Schedule 20 (*Other Benchmarks*).

"**Reference Banks**" means:

(a) in relation to EURIBOR, the principal office in London of any banks appointed as such (with the consent of that bank) by the Agent in consultation with the Company; and

(b) in relation to the Benchmark Rate for a Loan in a Non-LIBOR Currency, the entities specified as such in respect of that currency in Schedule 20 (*Other Benchmarks*) or any other banks appointed as such (with the consent of that bank) by the Agent in consultation with the Company.

"**Regulation**" has the meaning given to that term in Clause 24.24 (*Centre of Main Interests and Establishments*).

"**Regulations T, U and X**" means, respectively, Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States.

"**Related Fund**" in relation to a fund (the **"first fund"**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Related Lender**" has the meaning given to that term in Clause 34.1 (*Payments to Finance Parties*).

"**Relevant Jurisdiction**" means, in relation to an Obligor:

(a) its Original Jurisdiction or, if it has changed its jurisdiction of incorporation or organisation as permitted pursuant to a Permitted Transaction, such other jurisdiction of incorporation or organisation; and

(b) the jurisdiction whose laws are expressed to govern any Transaction Security Documents entered into by it.

"**Relevant Market**" means in relation to euro, the European interbank market, in relation to a Non-LIBOR Currency, the market specified as such in respect of that currency in Schedule 20 (*Other Benchmarks*) and, in relation to any other currency, the London interbank market.

"**Relevant Period**" has the meaning given to that term in Clause 26.1 (*Financial Definitions*).

"**Renewal Request**" means a written notice delivered to the Agent in accordance with Clause 6.6 (*Renewal of a Letter of Credit or Bank Guarantee*).

"**Repeating Representations**" means each of the representations set out in Clause 24.2 (*Status*) to Clause 24.7 (*Governing Law and Enforcement*), paragraph (a) of Clause 24.9 (*No Default*), Clause 24.17 (*Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws*) and Clause 24.24 (*Centre of Main Interests and Establishments*) to Clause 24.27 (*Investment Companies*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*).

"**Restricted Group**" means the Company and each of its Restricted Subsidiaries for the time being.

"**Restricted Subsidiary**" means a Subsidiary of the Company other than an Unrestricted Subsidiary.

"**Revolving Agent**" has the meaning given to such term in the Intercreditor Agreement.

"**Revolving Facility**" means the revolving credit facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*).

"**Revolving Facility Commitment**" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) and the amount of any other Revolving Facility Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*) or Clause 2.3 (*Accordion Increase*); and

(b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*) or Clause 2.3 (*Accordion Increase*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Revolving Facility Utilisation**" means a Loan or a Letter of Credit.

"**Rollover Loan**" means one or more Loans:

(a) made or to be made on the same day that:

(i) a maturing Loan is due to be repaid; or

(ii) a demand by the Issuing Bank or Agent pursuant to a drawing in respect of a Letter of Credit or a Bank Guarantee is due to be met;

(b) the aggregate amount of which is equal to or less than the amount of the maturing Loan or the relevant claim in respect of that Letter of Credit or Bank Guarantee;

(c) in the same currency as the maturing Loan (unless it arose as a result of the operation of Clause 8.2 (*Unavailability of a Currency*)) or the relevant claim in respect of that Letter of Credit or Bank Guarantee; and

(d) made or to be made to the same Borrower for the purpose of:

(i) refinancing that maturing Loan; or

(ii) satisfying the relevant claim in respect of that Letter of Credit or Bank Guarantee.

"**Sanctioned Country**" means a country or territory which is at any time the subject of territorial Sanctions.

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the US government and administered by OFAC, the US State Department or the US Department of Commerce, (ii) the United Nations Security Council, (iii) the European Union, (iv) Her Majesty's Treasury of the United Kingdom, or (v) Australia (including the Department of Foreign Affairs and Trade (Australia)).

"**Sanctions List**" means, at any time, any of the published lists of specially designated nationals or designated persons or entities (or equivalent) maintained by the US government and administered by OFAC, the US State Department or the US Department of Commerce or the United Nations Security Council or any similar list maintained by the European Union or Her Majesty's Treasury of the United Kingdom, or Australia (including the Department of Foreign Affairs and Trade (Australia)).

"**Screen Rate**" means:

(a) in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Company; and

(b) in relation to a Benchmark Rate, the rate specified as such in respect of the relevant currency in Schedule 20 (*Other Benchmarks*).

"**Second Amendment Agreement**" means the amendment and restatement agreement dated _____ 2022 between, among others, the Company and Société Générale, Sucursal en España as agent and security agent in respect of this Agreement.

"**Second Intercreditor Amendment Agreement**" means the amendment and restatement agreement dated on or about the date of the Second Amendment Agreement between, among others, the Company and Société Générale, Sucursal en España as security agent in respect of the Intercreditor Agreement.

"Second Supplemental Receivables Assignment Agreement" means the supplemental receivables assignment agreement dated on or about the date of the Second Amendment Agreement between, among others, the Company and Société Générale as security agent in

connection with the Original Receivables Assignment Agreement (as supplemented by the First Supplemental Receivables Assignment Agreement).

"Second Supplemental Share Charge" means the supplemental security over shares agreement dated on or about the date of the Second Amendment Agreement between, among others, the Company and Société Générale as security agent in connection with the Original Share Charge (as supplemented by the First Supplemental Share Charge).

"**Secured Parties**" means the "Secured Parties" as defined in the Intercreditor Agreement.

"**Security**" means a mortgage, charge, pledge, lien, assignment or transfer for security purposes, retention of title arrangement, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Self-Declaration Form**" means the self-declaration form substantially in the form set out in Schedule 25 (*Form of Self-Declaration*).

"**Self-Statement Form**" means, in respect of a Letter of Credit or Bank Guarantee issued to an Italian Borrower, the self-statement form substantially in the form provided for by the Italian Ministerial Decree of 12 December 2001.

"**Senior Secured Note Documents**" has the meaning given to such term in the Intercreditor Agreement.

"**Senior Secured Note Trustee**" has the meaning given to such term in the Intercreditor Agreement.

"**Senior Secured Noteholders**" has the meaning given to such term in the Intercreditor Agreement.

"**Senior Secured Notes**" has the meaning given to such term in the Intercreditor Agreement.

"**Senior Secured Note Indenture**" has the meaning given to such term in the Intercreditor Agreement.

"**Significant Shareholders**" means each of Ardian and Permira, each of its Affiliates, any trust of which it or any of its Affiliates is a trustee, any partnership of which it or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under its control or the control of any of its Affiliates, *provided that*, any such trust, fund or other entity which has been established for at least 6 months solely for the purpose of making, purchasing or investing in loans or debt securities and which is managed or controlled independently from all other trusts, funds or other entities managed or controlled by Ardian or Permira or any of their Affiliates which have been established for the primary or main purpose of investing in the share capital of companies shall not constitute a Significant Shareholder.

"**Spanish Borrower**" means the Company, Vacaciones eDreams, S.L.U., eDreams International Network, S.L.U. and any other Borrower incorporated or organised in Spain.

"**Spanish Civil Code**" means the Spanish *Código Civil*.

"**Spanish Civil Procedural Law**" means Law 1/2000 of 7 January (*Ley de Enjuiciamiento Civil*).

"**Spanish Commercial Code**" means the Spanish Royal Legislative Decree dated 22 August 1885, approving the Spanish Commercial Code (*Real Decreto de 22 de agosto de 1885, por el que se publica el Código de Comercio*).

"**Spanish Companies Law**" means the Spanish Royal Legislative Decree 1/2010, of 2 July, approving the consolidated text of the companies law (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

"**Spanish Guarantor**" means a Guarantor incorporated or organised in Spain.

"**Spanish Insolvency Law**" means *Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*, as amended from time to time.

"**Spanish Obligor**" means a Spanish Borrower or a Spanish Guarantor.

"**Spanish Public Document**" means a Spanish law *documento público*, being either an *escritura pública* or a *póliza o efecto intervenido por notario español*.

"**Specified Time**" means a day or time determined in accordance with Schedule 9 (*Timetables*).

"**Subordinated Shareholder Debt**" has the meaning given to such term in Schedule 22 (*Notes Definitions*).

"**Subsidiary**" means in relation to any company, corporation or other legal entity (for purposes of this definition, the "**holding company**"), a company, corporation or other legal entity:

(a) which is controlled, directly or indirectly, by the holding company;

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or

(c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being "**controlled**" by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body and in relation to any company incorporated in Spain, another company which is controlled by it within the meaning of article 42 of the Spanish Commercial Code or to any other legal provision that may replace it in the future. A Subsidiary shall include any person the shares or ownership interest in which are subject to Security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.

"**Super Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than 85 per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 85 per cent. of the Total Commitments immediately prior to that reduction).

"**Swedish Borrower**" means a Borrower incorporated or organised in Sweden.

"**Swedish Guarantor**" means a Guarantor incorporated or organised in Sweden.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in euro.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**TEG Letter**" means the letter referred to in Clause 14.5 (*Effective Global Rate (Taux Effectif Global)*), substantially in the form set out in Schedule 21 (*Form of TEG Letter*).

"**Term**" means each period determined under this Agreement for which the Issuing Bank is under a liability under a Letter of Credit or a Bank Guarantee, as applicable.

"**Termination Date**" means the date falling one month prior to the earlier of:

(a) the maturity date of the Senior Secured Notes as at the Effective Date; or

(b) the date falling 60 months after the Effective Date.

"**Total Accordion Guarantee Facility Commitments**" means, with respect to an Accordion Guarantee Facility, the aggregate of the Accordion Guarantee Facility Commitments under that Accordion Guarantee Facility.

"**Total Commitments**" means the aggregate of the Total Revolving Facility Commitments and the Total Accordion Guarantee Facility Commitments with respect to each Accordion Guarantee Facility (if any), being EUR 180,000,000 at the Effective Date.

"**Total Revolving Facility Commitments**" means the aggregate of the Revolving Facility Commitments (including, for the avoidance of doubt, any Revolving Facility Commitments established pursuant to any Accordion Increase), being EUR 180,000,000 at the Effective Date.

"**Transaction Documents**" means the Finance Documents and the Pari Passu Documents.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent and/or the Secured Parties (or any of them) pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means the Opodo Share Charge, any Direct Subsidiary Share Charge, the Receivables Assignment, any Direct Subsidiary Receivables Assignment, the First Supplemental Share Charge, the Second Supplemental Share Charge, the First Supplemental Receivables Assignment Agreement and the Second Supplemental Receivables Assignment Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or any Pari Passu Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Company.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

(a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and

(b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Treasury Transactions**" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**Unrestricted Subsidiary**" has the meaning given to such term in Schedule 22 (*Notes Definitions*).

"**U.S.**" and "**United States**" means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

"**U.S. Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. 101 et seq., entitled "Bankruptcy".

"**U.S. Borrower**" means a Borrower that is a U.S. Person (including for the avoidance of doubt eDreams Inc. and any of its Subsidiaries that is disregarded as being an entity separate from eDreams Inc. for U.S. federal income tax purposes, which includes all of its existing Subsidiaries that are Borrowers as of the date hereof).

"**U.S. Debtor Relief Laws**" means the U.S. Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, judicial management or similar debtor relief laws of the United States from time to time in effect and affecting the rights of creditors generally.

"**U.S. Guarantor**" means a Guarantor that is a U.S. Person (including for the avoidance of doubt eDreams Inc. and any of its Subsidiaries that is disregarded as being an entity separate from eDreams Inc. for U.S. federal income tax purposes, which includes all of its existing Subsidiaries that are Guarantors as of the date hereof).

"**U.S. Obligor**" means a U.S. Borrower or a U.S. Guarantor.

"**U.S. Person**" means a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code and includes an entity disregarded as being an entity separate from a single owner for U.S. federal income tax purposes if such owner is a "United States Person".

"**U.S. Tax Obligor**" means:

(a) a U.S. Obligor; or

(b) any other Obligor some or all of whose payments under the Finance Documents are from sources within the U.S. for U.S. federal income tax purposes.

"**Utilisation**" means a Loan, a Letter of Credit or a Bank Guarantee.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made or the relevant Letter of Credit or Bank Guarantee is to be issued.

"**Utilisation Request**" means a notice substantially in the relevant form set out in Part I or, as the case may be, Part II of Schedule 3 (*Requests and Notices*).

"**VAT**" means:

(a) any value added tax imposed by the Value Added Tax Act 1994;

(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere, including, for the avoidance of doubt, the goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) of Australia.

1.2. Construction

(a) Unless a contrary indication appears a reference in this Agreement to:

(i) an "**Accordion Guarantee Facility Lender**", an "**Accordion Increase Lender**", the "**Agent**", any "**Ancillary Lender**", the "**Arranger**", any "**Finance Party**", any "**Fronted Ancillary Lender**", any "**Fronting Ancillary Lender**", an "**Increase Lender**", any "**Issuing Bank**", any "**Lender**", any "**Obligor**", any "**Party**", any "**Secured Party**", the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Company and the Agent;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a "**Finance Document**" or a "**Transaction Document**" or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time and includes any increase in, addition to, extension of or other change to any facility or indebtedness made under any such agreement or instrument;

(v) a "**group of Lenders**" includes where relevant all the Lenders;

(vi) "**guarantee**" means (other than in Clause 23 (*Guarantee and Indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(vii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(viii) the "**Interest Period**" of a Letter of Credit or Bank Guarantee shall be construed as a reference to the Term of that Letter of Credit or Bank Guarantee;

(ix) a Lender's "**participation**" in relation to a Letter of Credit or Bank Guarantee, shall be construed as a reference to the relevant amount that is or may be payable by a Lender in relation to that Letter of Credit or Bank Guarantee;

(x) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(xii) a Utilisation made or to be made to a Borrower includes a Letter of Credit or Bank Guarantee issued on its behalf;

(xiii) a provision of law is a reference to that provision as amended or re-enacted from time to time;

(xiv) a time of day is a reference to London time; and

(xv) the singular includes the plural (and vice versa).

(b) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(c) Section, Clause and Schedule headings are for ease of reference only.

(d) Any reference to "**this Agreement**" shall include the Schedules to this Agreement.

(e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(f) A Borrower providing "**cash cover**" for a Letter of Credit, a Bank Guarantee or an Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility) means a Borrower paying an amount in the currency of the Letter of Credit, Bank Guarantee or, as the case may be, Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility) to an interest-bearing account and the following conditions being met:

(i) either:

(A) the account is in the name of the Borrower and is with the Issuing Bank or Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender) for which that cash cover is to be provided and, subject to paragraph (b) of Clause 7.6

(*Regulation and Consequences of Cash Cover Provided by Borrower*), until no amount is or may be outstanding under that Letter of Credit, Bank Guarantee or Ancillary Facility, withdrawals from the account may only be made to pay the relevant Finance Party amounts due and payable to it under this Agreement in respect of that Letter of Credit, Bank Guarantee or Ancillary Facility; or

(B) the account is in the name of the Issuing Bank or Ancillary Lender for which that cash cover is to be provided; and

(ii) the Borrower has executed documentation in form and substance satisfactory to the Finance Party for which that cash cover is to be provided, creating a first ranking security interest or other collateral arrangement, in respect of the amount of that cash cover.

(g) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been remedied or waived.

(h) A Borrower "**repaying**" or "**prepaying**" a Letter of Credit, Bank Guarantee or Ancillary Outstandings means:

(i) that Borrower providing cash cover for that Letter of Credit or Bank Guarantee or in respect of the Ancillary Outstandings;

(ii) the maximum amount payable under the Letter of Credit, Bank Guarantee or Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility) being reduced or cancelled in accordance with its terms; or

(iii) the Issuing Bank or Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender) being satisfied that it has no further liability under that Letter of Credit, Bank Guarantee or Ancillary Facility,

and the amount by which a Letter of Credit or a Bank Guarantee is, or Ancillary Outstandings are, repaid or prepaid under paragraphs (i) and (ii) above is the amount of the relevant cash cover, reduction or cancellation.

(i) An amount borrowed includes any amount utilised by way of Letter of Credit or Bank Guarantee or under an Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility).

(j) A Lender funding its participation in a Utilisation includes a Lender participating in a Letter of Credit or Bank Guarantee.

(k) Amounts outstanding under this Agreement include amounts outstanding under or in respect of any Letter of Credit or any Bank Guarantee.

(l) An outstanding amount of a Letter of Credit or Bank Guarantee at any time is the maximum amount that is or may be payable by the relevant Borrower in respect of that Letter of Credit or Bank Guarantee at that time.

(m) A Borrower's obligation on Utilisations becoming "due and payable" includes the Borrower repaying any Letter of Credit or Bank Guarantee in accordance with paragraph (g) above.

(n) When applying baskets, thresholds and other exceptions to the representations, warranties, undertakings and Events of Default, the equivalent to an amount in the Base Currency shall be calculated using the Agent's Spot Rate of Exchange as at the date of the Group incurring or making the relevant disposal, acquisition, investment, lease, loan, debt or guarantee or taking other relevant action. No Event of Default shall arise merely as a result of a subsequent change in the Base Currency Amount of any relevant amount due to fluctuations in exchange rates.

(o) Spanish Terms. In this Agreement, where it relates to a Spanish entity or the context so requires, a reference to:

(i) "**composition**, **compromise**, **assignment** or **arrangement with any class of creditors**" includes, without limitation, the celebration of a *convenio de acreedores* in the context of a *concurso*, any notice to a competent court pursuant to Articles 583 et seq. of the Spanish Insolvency Law, any arrangement or compromise to obtain a release or stay of its current indebtedness including, among others, a refinancing agreement within the meaning of Articles 583 et seq. of the Spanish Insolvency Law;

(ii) "**guarantee**" includes any guarantee (*fianza*), performance bond (*aval*) and a first demand guarantee (*garantía a primer requerimiento*);

(iii) particularly for the purposes of Clause 24.29 (*Insolvency*) and Schedule 24, "**insolvency**" or "**insolvency proceeding**" (*declaración de concurso* -either a *declaración de concurso necesario or a declaración de concurso voluntario*-, including, without limitation, any notice to a competent court pursuant to Articles 583 et seq. of the Spanish Insolvency Law and its *solicitud de inicio de procedimiento de concurso*, *auto de declaración de concurso*, *convenio judicial o extrajudicial con acreedores, acuerdo de homologación*, *acuerdo de refinanciación* and "*transacción judicial o extrajudicial*") or any other equivalent legal proceeding and any "step" or "proceeding" related to it has the meaning attributed to them under the Spanish Insolvency Act;

(iv) liabilities and/or obligations that have "**matured**" includes, without limitation, any claim that is due and payable (*crédito líquido, vencido y exigible*);

(v) person being "**unable to pay its debts**" includes that person being in a state of *insolvencia* or *concurso*;

(vi) "a liquidator, receiver, administrative receiver, receiver-manager, administrator, trustee in bankruptcy, compulsory manager, monitor or other similar officer" or the like includes, without limitation, *administración del concurso*, *administrador concursal*, a *liquidador* or any other person performing the same function;

(vii) "composition, compromise, assignment or arrangement with any creditor" includes, without limitation, the celebration of a *convenio*;

(viii) "**Security**" or "**security interest**" when governed under Spanish law, includes any mortgage (*hipoteca*), pledge (*prenda*) (*con o sin desplazamiento posesorio*), financial collateral (*garantía financiera pignoraticia*) and, in general, any right *in rem* (*garantía real*) created for the purpose of granting security, *derecho de retención* or or other transaction having the same effect as each of the foregoing;

(ix) "**winding-up**", "**administration**" or "**dissolution**" includes, without limitation, *disolución* (including falling into any of the categories set out in Article 363 of the Spanish Companies Act), *liquidación*, or *procedimiento concursal* or any other similar proceedings under the laws of Spain or any jurisdiction in which any Spanish company carries on business including the seeking of liquidation, winding up, reorganisation, bankruptcy, moratorium of payments, division, statutory merger, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and

(x) any power, faculty, authority and/or appointment that is vested to the Security Agent or any other Secured Party under this Agreement shall be deemed to be made with express faculties to self-contract (*autocontratar*), sub-empower, multi-represent even if it involves acting with a conflict of interest.

1.3. Currency Symbols and Definitions

"**U.S.$**", "**USD**" and "**U.S. dollars**" denote the lawful currency of the United States of America, "**£**", "**GBP**" and "**sterling**" denote the lawful currency of the United Kingdom, "**€**", "**EUR**" and "**euro**" denote the single currency of the Participating Member States, "**SEK**" and "**Swedish krona**" denote the lawful currency of Sweden, "**NOK**" and "**Norwegian krone**" denote the lawful currency of Norway, "**A.$**", "**AUD**" and "**Australian dollars**" denote the lawful currency of Australia, "**DKK**" and "**Danish krone**" denote the lawful currency of Denmark and "**PLN**" and "**Polish zloty**" denote the lawful currency of Poland.

1.4. Personal Liability

No personal liability shall attach to any director, officer, employee or other individual signing a certificate or other document or otherwise giving a representation or statement on behalf of the Company or other member of the Group which proves to be incorrect in any way, unless that individual acted fraudulently in giving that certificate or other document or representation or statement in which case any liability will be determined in accordance with applicable law. Notwithstanding paragraph (a) of Clause 1.10 (*Third Party Rights*), any such director, officer, employee or other individual may claim and enforce the benefit of this Clause.

1.5. Luxembourg Terms

In this Agreement, where it relates to a Luxembourg Obligor and/or a Luxembourg Material Company, a reference to:

(a) a "**liquidator**", "**receiver**", "**administrative receiver**", "**administrator**", "**compulsory manager**" or other similar officer includes any:

(i) *juge-commissaire* or insolvency receiver (*curateur*) appointed under the Luxembourg Commercial Code;

(ii) *liquidateur* appointed under Articles 1100-1 to 1100-15 (inclusive) of the Luxembourg law dated 10 August 1915 on commercial companies, as amended;

(iii) *juge-commissaire* or *liquidateur* appointed under Article 1200-1 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended;

(iv) *commissaire* appointed under the Grand-Ducal decree of 24 May 1935 on the controlled management regime or under Articles 593 to 614 (inclusive) of the Luxembourg Commercial Code; and

(v) *juge délégué* appointed under the Luxembourg law of 14 April 1886 on the composition to avoid bankruptcy, as amended;

(b) a Luxembourg Obligor or Luxembourg Material Company that "**is unable or admits inability to pay its debts**" includes that Luxembourg Obligor or Luxembourg Material Company being in a state of cessation of payments (*cessation de paiements*) and loss of creditworthiness (*ébranlement de crédit*);

(c) a "**Security**" includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle* and any type of real security or agreement or arrangement having a similar effect and any transfer of title by way of security; and

(d) a reference to "**director**" includes, without limitation, a reference to a manager (*gérant*).

1.6. French Terms

In this Agreement, where it relates to a French Obligor, a reference to:

(a) "**acting in concert**" has the meaning given in article L.233-10 of the French *Code de commerce*;

(b) "**composition**", "**compromise**", "**assignment**" or "**arrangement for the benefit of its creditors**" includes a *conciliation* or a *mandate ad hoc* under articles L.611-3 to L.611-16 of the French *Code de commerce;*

(c) "**compulsory manager**", "**receiver**" or "**administrator**" includes an *administrateur judiciaire*, a *mandatazire ad hoc*, a *conciliateur*, a *mandataire liquidateur* or any other person appointed as a result of any proceedings described in paragraphs (b) above and (m) below;

(d) "**control**" has the meaning given in article L.233-3 of the French *Code de commerce*;

(e) "**financial assistance**" has the meaning given in article L.225-216 of the French *Code de commerce*;

(f) "**gross negligence**" means "*faute lourde*";

(g) a "**guarantee**" includes any "*cautionnement*", "*aval*" and any "*garantie*" which is independent from the debt to which it relates;

(h) "**merger**" includes any "*fusion*" implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de commerce*;

(i) a "**reconstruction**" includes, in relation to any company, any contribution of part of its business in consideration of shares (*apport partiel d'actifs*) and any demerger (*scission*) implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de commerce*;

(j) a "**security interest**" includes any type of security (*sûreté réelle*), transfer or assignment by way of security and *fiducie-sûreté*;

(k) a person being "**unable to pay its debts**" includes that person being in a state of *cessation des paiements* as defined in article L.631-1 of the French *Code de commerce*;

(l) "**wilful misconduct**" means "*dol*"; and

(m) a "**winding-up**", "**administration**" or "**dissolution**" includes a *redressement judiciaire*, a judgement ordering a *cessation totale ou partielle de l'entreprise*, a *liquidation judiciaire*, a *sauvegarde* or a *sauvegarde accélérée* under articles L.620-1 to L.644-6 of the French *Code de commerce.*

1.7. Italian Terms

In this Agreement a reference to (in the case of paragraph (a) or (b) below, in relation to (or to the obligation of) any member of the Group incorporated in Italy):

(a) a winding-up, administration or dissolution includes, without limitation, any *scioglimento*, *liquidazione*, *procedura concorsuale*, *cessione dei beni ai creditori*, or any other similar proceedings;

(b) an insolvency proceeding includes, without limitation, any *procedura concorsuale* (including *fallimento*, *concordato preventivo*, *concordato fallimentare*, *accordo di ristrutturazione dei debiti* pursuant to article 182-*bis* of the Italian Bankruptcy Law, *accordo di ristrutturazione con intermediari finanziari e convenzione di moratoria* pursuant to article 182-*septies* of the Italian Bankruptcy Law, *piano di risanamento* pursuant to article 67, paragraph 3 of the Italian Bankruptcy Law, *liquidazione coatta amministrativa, amministrazione straordinaria, amministrazione straordinaria delle grandi imprese in stato di insolvenza, domanda di "pre-concordato"* pursuant to article 161, paragraph 6 of the Italian Bankruptcy Law, any *procedura di risanamento* or *procedura di liquidazione* pursuant to Legislative Decree No. 170 of 21 May 2004 and *cessione dei beni ai creditori* pursuant to Article 1977 of the Italian Civil Code) and any other proceedings or legal concepts similar to the foregoing as well as, starting from the effective date of the relevant provisions under the Legislative Decree no. 14, dated 12 January 2019, judicial liquidation (*liquidazione giudiziale*), restructuring plans (*piani attestati di risanamento*), restructuring agreements (*accordi di ristrutturazione del debito*), arrangement with creditors (*concordato preventivo*), forced administrative liquidation (*liquidazione coatta amministrativa*) and any other procedure indicated in the Legislative Decree 12 January 2019, n. 14 and any other proceedings or legal concepts similar to the foregoing;

(c) article 67 lett. (d), article 182-*bis*, article 182 – *septies,* article 161, sixth paragraph of the Italian Bankruptcy Law shall refer to the relevant articles relating to the same measure or proceeding of Legislative Decree 12 January 2019, No. 14 as from the relevant effective date;

(d) a receiver, administrative receiver, administrator or the like includes, without limitation, a *curatore*, *commissario giudiziale*, *commissario straordinario*, *commissario liquidatore*, or any other person performing the same function of each of the foregoing;

(e) a lease includes, without limitation, a *contratto di locazione*;

(f) an attachment includes a *pignoramento*;

(g) a matured obligation includes, without limitation, any *credito liquido ed esigibile* and *credito scaduto*; and

(h) a Security includes, without limitation, any *pegno*, *ipoteca*, *privilegio speciale* (including the *privilegio speciale* created pursuant to Article 46 of the Italian Legislative Decree No. 385 of 1 September 1993, as amended from time to time), *cessione del credito in garanzia*, *diritto reale di garanzia* and any other *garanzia reale* or other transactions having the same effect as each of the foregoing.

1.8. Australian Banking Code of Practice

The Parties agree that the Australian Banking Code of Practice does not apply to the Finance Documents and the transactions under them.

1.9. Intercreditor Agreement

This Agreement is subject to the Intercreditor Agreement. In the event of any inconsistency between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.10. Third Party Rights

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of any Finance Document.

(b) Subject to paragraph (a) of Clause 41.5 (*Other Exceptions*) but otherwise notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary any Finance Document at any time.

1.11. Swedish Terms

(a) In this Agreement, where it relates to a Swedish entity, a reference to:

(i) composition, assignment or similar arrangement with any creditor includes a företagsrekonstruktion, konkursförfarande, or ackordsuppgörelse under the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) or the Swedish Reorganisation Act (Sw. *lag om företagsrekonstruktion (1996:764)*) (as the case may be);

(ii) a compulsory manager, receiver or administrator includes a förvaltare, företagsrekonstruktör, likvidator or god man under Swedish law;

(iii) a guarantee includes any garanti under Swedish law which is independent from the debt to which it relates and any borgen under Swedish law which is accessory to or dependent on the debt to which it relates;

(iv) merger includes any fusion implemented in accordance with Chapter 23 of the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*);

(v) gross negligence means grov vårdslöshet under Swedish law;

(vi) a reorganisation includes any contribution of part of its business in consideration of shares (apport) and any demerger (delning) implemented in accordance with Chapter 24 of the Swedish Companies Act; and

(vii) a winding-up, administration or dissolution includes a frivillig likvidation, or tvångslikvidation under Chapter 25 of the Swedish Companies Act, or företagsrekonstruktion or konkursförfarande under the Swedish Bankruptcy Act or the Swedish Reorganisation Act (as the case may be).

(b) If any Party incorporated in Sweden (the "**Obligated Party**") is required to hold an amount on trust on behalf of another Party (the "**Beneficiary**"), the Obligated Party shall hold such money as agent for the Beneficiary on a separate account and shall promptly pay or transfer the same to the Beneficiary or as the Beneficiary may direct.

1.12. Italian Transparency Provisions – Summary Sheet ("*Documento di Sintesi*")

For the purposes of the transparency provisions set forth in the CICR Resolution of 4 March 2003, as amended from time to time, and in the "*Disposizioni sulla trasparenza delle operazioni e dei servizi bancari e finanziari. Correttezza delle relazioni tra intermediari e clienti*" issued by the Bank of Italy and as amended from time to time, each Party hereby acknowledges and confirms that:

(a) it has appointed and has been assisted by its respective legal counsel in connection with the negotiation, preparation and execution of the Agreement; and

(b) this Agreement, and all of its terms and conditions and the Schedules hereto, have been specifically negotiated ("*oggetto di trattativa individuale*") between the Parties.

SECTION 2
THE FACILITIES

2. THE FACILITIES

2.1. The Facilities

(a) Subject to the terms of this Agreement, the Lenders make available a multicurrency revolving credit facility in an aggregate amount the Base Currency Amount of which is equal to the Total Revolving Facility Commitments.

(b) The Revolving Facility will be available to all the Borrowers.

(c) One or more multicurrency Accordion Guarantee Facilities may be made available pursuant to Clause 2.4 (*Accordion Guarantee Facility*) and will be available to the relevant Accordion Guarantee Facility Borrower(s).

(d) Subject to the terms of this Agreement and the Ancillary Documents, an Ancillary Lender may make all or part of its Revolving Facility Commitment available to any Borrower (or Affiliate of a Borrower) as an Ancillary Facility (including, for the avoidance of doubt, as a Fronted Ancillary Facility).

2.2. Increase

(a) The Company may by giving prior notice to the Agent by no later than the date falling 30 days after the effective date of a cancellation of:

(i) the Available Commitments of a Defaulting Lender in accordance with Clause 11.6 (*Right of Cancellation in Relation to a Defaulting Lender*); or

(ii) the Commitments of a Lender in accordance with:

(A) Clause 11.1 (*Illegality*); or

(B) paragraph (a) of Clause 11.5 (*Right of Cancellation and Repayment in Relation to a Single Lender or Issuing Bank*),

request that the Commitments relating to any Facility be increased (and the Commitments relating to that Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments relating to that Facility so cancelled as follows:

(iii) the increased Commitments will be assumed by one or more Eligible Institutions (each an "**Increase Lender**") each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;

(iv) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;

(v) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;

(vi) the Commitments of the other Lenders shall continue in full force and effect; and

(vii) any increase in the Commitments relating to a Facility shall, subject to the conditions set out in paragraphs (d) and (e) below, take effect on the date specified by the Company in the notice referred to above or any later date on which the Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender.

(b) The Agent shall, subject to paragraph (c) below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation.

(c) The Agent shall only be obliged to execute an Increase Confirmation delivered to it by an Increase Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender.

(d) An increase in the Commitments will only be effective if the Increase Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement.

(e) The consent of the Issuing Bank is required for an increase in the Total Commitments.

(f) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.

(g) The Company shall within five Business Days of demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by either of them and, in the case of the Security Agent, by any Receiver or Delegate in connection with any increase in Commitments under this Clause 2.2.

(h) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 29.3 (*Assignment or Transfer Fee*) if the increase was a transfer pursuant to Clause 29.5 (*Procedure for Transfer*) and if the Increase Lender was a New Lender.

(i) The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a Fee Letter.

(j) Neither the Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents.

(k) Clause 29.4 (*Limitation of Responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:

(i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;

(ii) the "**New Lender**" were references to that "**Increase Lender**"; and

(iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

2.3. Accordion Increase

(a) The Company may, at any time and on one or more occasions, by 10 Business Days' notice to the Agent (an "**Accordion Increase Notice**") indicate that it wishes to solicit further commitments to:

(i) increase the Total Revolving Facility Commitments under this Agreement; and/or

(ii) add one or more guarantee facility or guarantee facilities (each an "**Accordion Guarantee Facility**") under this Agreement pursuant to the terms of Clause 2.4 (*Accordion Guarantee Facility*),

(each an "**Accordion Increase**"), *provided that*, the aggregate amount of all outstanding Commitments (drawn and undrawn) in respect of all Accordion Increases may not exceed the Maximum Accordion Increase Commitments at any time.

(b) No consent of the existing Lenders or (subject to paragraph (e)(iii) below) any other Finance Party is required to establish an Accordion Increase, *provided that*, no existing Lender will have any obligation to participate in any Accordion Increase.

(c) The Company may revoke an Accordion Increase Notice (and the corresponding Accordion Increase Confirmation Notice or Accordion Guarantee Facility Notice, as applicable) at any time prior to the Agent's countersignature of the corresponding Accordion Increase Confirmation Notice or Accordion Guarantee Facility Notice, as applicable, and shall be under no obligation to serve any additional or amended Accordion Increase Notice (or corresponding Accordion Increase Confirmation Notice or Accordion Guarantee Facility Notice, as applicable) in respect of any proposed Accordion Increase.

(d) If one or more existing Lenders or other banks, financial institutions, trusts, funds or other entities selected by the Company (each of which shall not be a member of the

Group) (the "**Accordion Increase Lenders**") are willing to make available an Accordion Increase in the form of an increase in the Total Revolving Facility Commitments, the Company may by five Business Days' notice to the Agent (in the form of an Accordion Increase Confirmation Notice) request that the Total Revolving Facility Commitments be increased in an aggregate amount of up to the amount of the relevant Accordion Increase as follows:

(i) the Revolving Facility Commitments in respect of the relevant Accordion Increase will be assumed by the Accordion Increase Lenders selected by the Company each of which confirms its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the Revolving Facility Commitments in respect of the relevant Accordion Increase which it is to assume, as if it had been an Original Lender;

(ii) with effect from the Accordion Increase Establishment Date, to the extent it is not an existing Lender, each Accordion Increase Lender shall become a Party as a Lender;

(iii) the amount of the Revolving Facility Commitment of each Accordion Increase Lender will be as set out in the relevant column opposite its name in the Accordion Increase Confirmation;

(iv) the Commitments of the other Lenders shall continue in full force and effect;

(v) if any Loans which were made prior to the requested Accordion Increase will continue to be outstanding on and after the Accordion Increase Establishment Date (the "**Outstanding Loans**"), the rights and obligations of each existing Lender under the Revolving Facility that does not participate in the Accordion Increase (each a "**Non-Participating Lender**") under this Agreement which relate to its participation in the Outstanding Loans shall be promptly transferred by novation to the Accordion Increase Lenders in such amounts so as to ensure that the amount of the participation of each Lender in each such Outstanding Loan is equal to the proportion borne by its Revolving Facility Commitment to the Total Revolving Facility Commitments (in each case as increased pursuant to this Clause 2.3) and for the purposes of this Agreement and any such transfer by way of novation shall be deemed to occur on the Accordion Increase Establishment Date;

(vi) to the extent that the Non-Participating Lenders transfer by novation their rights and obligations in respect of their participations in Outstanding Loans pursuant to paragraph (v) above, each of the Obligors and Non-Participating Lenders shall be released from further obligations towards one another under this Agreement in respect of the rights and obligations so transferred and their respective rights against one another under this Agreement in relation to the rights and obligations so transferred shall be cancelled;

(vii) with effect from the Accordion Increase Establishment Date, each of the Obligors and each Accordion Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Accordion Increase Lender would have assumed and/or acquired had the Accordion Increase Lender been an Original Lender with the rights and obligations acquired and assumed by it as a result of its participation in the Accordion Increase and its participation in the Outstanding Loans (if any);

(viii) with effect from the Accordion Increase Establishment Date, each Accordion Increase Lender and each of the other Finance Parties shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the Accordion Increase Lender been an Original Lender with the rights and obligations acquired and assumed by it as a result of its participation in the Accordion Increase and its participation in the Outstanding Loans (if any) and to that extent each of the Finance Parties and the Non-Participating Lenders shall be released from further obligations to each other under this Agreement;

(ix) the L/C Proportion of each Lender shall be adjusted to reflect the Available Commitment of each Lender following the transfers under paragraph (v) above without taking into account any Letters of Credit then outstanding;

(x) the Agent shall notify each Accordion Increase Lender and each other Lender of the amount and currency of its participation in each Outstanding Loan by 12.00 pm, one Business Day before the proposed Accordion Increase Establishment Date;

(xi) any establishment of an Accordion Increase in the form of an increase in the Total Revolving Facility Commitments shall take effect on the later of:

(A) the date of the proposed Accordion Increase Establishment Date specified by the Company in the relevant Accordion Increase Confirmation Notice; and

(B) the date on which the Agent countersigns the corresponding Accordion Increase Confirmation Notice in accordance with paragraph (f) below,

without further consent or authorisation from any Finance Party or any Obligor.

(e) An increase in the Total Revolving Facility Commitments relating to an Accordion Increase will only be effective upon:

(i) the Agent having received an Accordion Increase Confirmation Notice from the Company (receipt of which the Agent shall promptly notify to the Company) confirming:

(A) the aggregate amount of the Revolving Facility Commitments that have been agreed to be made available in respect of the relevant Accordion Increase;

(B) the proposed Accordion Increase Establishment Date;

(C) the identity of the Accordion Increase Lenders that have agreed to provide the Accordion Increase; and

(D) that no Event of Default is continuing or would occur as a result of the establishment of the relevant Accordion Increase;

(ii) the Agent having received and executed an Accordion Increase Confirmation from each relevant Accordion Increase Lender (receipt and execution of which the Agent shall promptly notify to the Company and to the relevant Accordion Increase Lender);

(iii) the relevant Issuing Bank consenting to each proposed Accordion Increase Lender (such consent not to be unreasonably withheld or delayed and to be deemed given if the proposed Accordion Increase Lender has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Ba2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency); and

(iv) in relation to an Accordion Increase Lender which is not a Lender immediately prior to the relevant Accordion Increase Establishment Date:

(A) the Accordion Increase Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(B) the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Revolving Facility Commitments by that Accordion Increase Lender, the completion of which the Agent shall promptly notify to the Company, the relevant Issuing Bank and the Accordion Increase Lender.

(f) Upon satisfaction of the requirements in paragraph (e) above in respect of an Accordion Increase, the Agent is irrevocably authorised and instructed by each Finance Party to (and shall promptly at the request of the Company) countersign the relevant Accordion Increase Confirmation Notice to record the increase in the Total Revolving Facility Commitments as set out in that Accordion Increase Confirmation Notice.

(g) Each Accordion Increase Lender, by executing the Accordion Increase Confirmation, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the Accordion Increase becomes effective.

(h) The Company shall within five Business Days of demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees subject to any agreed caps) reasonably incurred by it in connection with any increase in the Total Revolving Facility Commitments under this Clause 2.3.

(i) The Company may pay to any Accordion Increase Lender a fee in the amount and at the times agreed between the Company and the Accordion Increase Lender in a Fee Letter.

(j) Clause 29.4 (*Limitation of Responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.3 in relation to an Accordion Increase Lender as if references in that Clause to:

(i) an "**Existing Lender**" were references to all the Lenders immediately prior to the relevant Accordion Increase;

(ii) the "**New Lender**" were references to that "**Accordion Increase Lender**"; and

(iii) a "**re-transfer**" and "**re-assignment**" were references to respectively a "**transfer**" and "**assignment**".

(k) Subject to any limitations on such guarantees and indemnities as may be recorded in Clause 23.11 (*Guarantee Limitations*) or any applicable Accession Deed:

(i) each Guarantor confirms that the guarantees and indemnities contained in Clause 23 (*Guarantee and Indemnity*) shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.3 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase;

(ii) subject to any amendment, supplement and/or restatement of the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) in accordance with clause 18.24 (*Release and re-grant of Transaction Security*) of the Intercreditor Agreement, each Guarantor which has granted Transaction Security pursuant to the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) confirms that such Transaction Security shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.3 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase; and

(iii) subject to any amendment, supplement and/or restatement of a Receivables Assignment or any Direct Subsidiary Receivables Assignment (as applicable) in accordance with clause 18.24 (*Release and re-grant of Transaction Security*) of the Intercreditor Agreement, each Guarantor which has granted Transaction Security pursuant to the Receivables Assignment or any Direct Subsidiary Receivables Assignment (as applicable) confirms that such Transaction Security shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.3 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase.

(l) The Agent is irrevocably authorised and instructed by each Finance Party to (and shall at the request and cost of the Company) (i) execute any amendment or waiver to this Agreement of an administrative, technical or conforming nature, (ii) execute such other documents and (iii) take such other action, in each case, as may be necessary or desirable to establish any Accordion Increase, subject to and in accordance with the terms of this Clause 2.3, including, without limitation, to ensure that any Accordion Increase will benefit from the guarantees provided by the Guarantors under Clause 23 (*Guarantee and Indemnity*).

(m) The Security Agent is irrevocably authorised and instructed by each Finance Party to (and shall at the request and cost of the Company) (i) execute any amendment or waiver to the Intercreditor Agreement and/or any Transaction Security Document and (ii) take such other action, in each case, as may be necessary or desirable to establish any Accordion Increase, subject to and in accordance with the terms of this Clause 2.3, including, without limitation, to ensure that any Accordion Increase will benefit from the Transaction Security.

2.4. Accordion Guarantee Facility

(a) Save as otherwise provided in this Clause 2.4, each Accordion Guarantee Facility will be made available on the terms and conditions set out in this Agreement for a Guarantee Facility, except that the Company and the relevant Accordion Guarantee Facility Lender(s) may separately agree any of the following terms relating to an

Accordion Guarantee Facility (together, the "**Individual Terms**"), such Individual Terms to be set out in the relevant Accordion Guarantee Facility Notice:

(i) the Borrower(s) under the relevant Accordion Guarantee Facility (each an "**Accordion Guarantee Facility Borrower**");

(ii) any Optional Currencies applicable to the relevant Accordion Guarantee Facility (each an "**Optional Accordion Guarantee Facility Currency**"); and

(iii) any other terms which could not reasonably be expected to be adverse in any material respect to the other Finance Parties.

(b) If one or more existing Lenders or other banks, financial institutions, trusts, funds or other entities selected by the Company (each of which shall not be a member of the Group) (the "**Accordion Guarantee Facility Lenders**") are willing to make available an Accordion Increase in the form of an Accordion Guarantee Facility, the Company may by five Business Days' notice to the Agent (in the form of an Accordion Guarantee Facility Notice) request the establishment of an Accordion Guarantee Facility in an aggregate amount of up to the amount of the relevant Accordion Increase as follows:

(i) the Accordion Guarantee Facility Commitments in respect of the relevant Accordion Guarantee Facility will be assumed by the Accordion Guarantee Facility Lenders selected by the Company each of which confirms its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the Accordion Guarantee Facility Commitments in respect of the relevant Accordion Guarantee Facility which it is to assume, as if it had been an Original Lender;

(ii) with effect from the Accordion Increase Establishment Date, to the extent it is not an existing Lender, each Accordion Guarantee Facility Lender shall become a Party as a Lender;

(iii) the amount of the Accordion Guarantee Facility Commitment of each Accordion Guarantee Facility Lender will be as set out in the relevant column opposite its name in the Accordion Guarantee Facility Accession Undertaking;

(iv) the Commitments of the other Lenders shall continue in full force and effect;

(v) with effect from the Accordion Increase Establishment Date, each of the Obligors and each Accordion Guarantee Facility Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Accordion Guarantee Facility Lender would have assumed and/or acquired had the Accordion Guarantee Facility Lender been an Original Lender with the rights and obligations acquired and assumed by it as a result of its participation in the Accordion Guarantee Facility;

(vi) with effect from the Accordion Increase Establishment Date, each Accordion Guarantee Facility Lender and each of the other Finance Parties shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the Accordion Guarantee Facility Lender been an Original Lender with the rights and obligations acquired and assumed by it as a result of its participation in the Accordion Guarantee Facility;

(vii) any establishment of an Accordion Guarantee Facility shall take effect on the later of:

(A) the date of the proposed Accordion Increase Establishment Date specified by the Company in the relevant Accordion Guarantee Facility Notice; and

(B) the date on which the Agent countersigns the corresponding Accordion Guarantee Facility Notice in accordance with paragraph (d) below,

without further consent or authorisation from any Finance Party or any Obligor.

(c) The establishment of an Accordion Guarantee Facility will only be effective upon:

(i) the Agent having received an Accordion Guarantee Facility Notice from the Company (receipt of which the Agent shall promptly notify to the Company) confirming:

(A) the aggregate amount of the Accordion Guarantee Facility Commitments that have been agreed to be made available in respect of the relevant Accordion Increase;

(B) the proposed Accordion Increase Establishment Date;

(C) the identity of the Accordion Guarantee Facility Lender(s) that have agreed to provide the Accordion Increase, including the relevant Issuing Bank;

(D) any Individual Terms in respect of the relevant Accordion Guarantee Facility to the extent permitted under paragraph (a) above; and

(E) that no Event of Default is continuing or would occur as a result of the establishment of the relevant Accordion Increase;

(ii) the Agent having received and executed an Accordion Guarantee Facility Accession Undertaking executed by each relevant Accordion Guarantee Facility Lender (other than any existing Lender), the receipt and execution of which the Agent shall promptly notify to the Company and to the relevant Accordion Guarantee Facility Lender; and

(iii) in relation to an Accordion Guarantee Facility Lender which is not a Lender immediately prior to the relevant Accordion Increase Establishment Date:

(A) the Accordion Guarantee Facility Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(B) the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the Accordion Guarantee Facility Commitments by that Accordion Guarantee Facility Lender, the completion of which the Agent shall promptly notify to the Company and the Accordion Guarantee Facility Lender.

(d) Upon satisfaction of the requirements in paragraph (c) above in respect of an Accordion Increase, the Agent is irrevocably authorised and instructed by each Finance Party to (and shall promptly at the request of the Company) countersign the relevant Accordion Guarantee Facility Notice to record the establishment of the relevant Accordion Guarantee Facility and the corresponding Accordion Guarantee Facility Commitments as set out in that Accordion Guarantee Facility Notice.

(e) Each Accordion Guarantee Facility Lender, by executing the Accordion Guarantee Facility Accession Undertaking, confirms (for the avoidance of doubt) that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the Accordion Increase becomes effective.

(f) The Company shall within five Business Days of demand pay the Agent and the Security Agent the amount of all costs and expenses (including legal fees subject to any agreed caps) reasonably incurred by it in connection with any establishment of Accordion Guarantee Facility Commitments under this Clause 2.4.

(g) The Company may pay to any Accordion Guarantee Facility Lender a fee in the amount and at the times agreed between the Company and the Accordion Guarantee Facility Lender in a Fee Letter.

(h) Clause 29.4 (*Limitation of Responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.4 in relation to an Accordion Guarantee Facility Lender as if references in that Clause to:

(i) an "**Existing Lender**" were references to all the Lenders immediately prior to the establishment of the relevant Accordion Guarantee Facility; and

(ii) the "**New Lender**" were references to that "**Accordion Guarantee Facility Lender**".

(i) Subject to any limitations on such guarantees and indemnities as may be recorded in Clause 23.11 (*Guarantee Limitations*) or any applicable Accession Deed:

(i) each Guarantor confirms that the guarantees and indemnities contained in Clause 23 (*Guarantee and Indemnity*) shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.4 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase;

(ii) subject to any amendment, supplement and/or restatement of the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) in accordance with clause 18.24 (*Release and re-grant of Transaction Security*) of the Intercreditor Agreement, each Guarantor which has granted Transaction Security pursuant to the Opodo Share Charge or any Direct Subsidiary Share Charge (as applicable) confirms that such Transaction Security shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.4 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase; and

(iii) subject to any amendment, supplement and/or restatement of the Receivables Assignment or any Direct Subsidiary Receivables Assignment (as applicable) in accordance with clause 18.24 (*Release and re-grant of*

Transaction Security) of the Intercreditor Agreement, each Guarantor which has granted Transaction Security pursuant to a Receivables Assignment or any Direct Subsidiary Receivables Assignment (as applicable) confirms that such Transaction Security shall continue in full force and effect notwithstanding the establishment of any Accordion Increase pursuant to this Clause 2.4 and shall extend to all of the obligations of the Obligors under the Finance Documents, including obligations in respect of any Accordion Increase.

(j) The Agent is irrevocably authorised and instructed by each Finance Party to (and shall at the request and cost of the Company) (i) execute any amendment or waiver to this Agreement of an administrative, technical or conforming nature, (ii) execute such other documents and (iii) take such other action, in each case, as may be necessary or desirable to establish any Accordion Increase, subject to and in accordance with the terms of this Clause 2.4, including, without limitation, to ensure that any Accordion Increase will benefit from the guarantees provided by the Guarantors under Clause 23 (*Guarantee and Indemnity*).

(k) The Security Agent is irrevocably authorised and instructed by each Finance Party to (and shall at the request and cost of the Company) (i) execute any amendment or waiver to the Intercreditor Agreement and/or any Transaction Security Document and (ii) take such other action, in each case, as may be necessary or desirable to establish any Accordion Increase, subject to and in accordance with the terms of this Clause 2.4, including, without limitation, to ensure that any Accordion Increase will benefit from the Transaction Security.

2.5. Finance Parties' Rights and Obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.6. Obligors' Agent

(a) Each Obligor (other than the Company) by its execution of this Agreement or an Accession Deed irrevocably appoints the Company (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Company on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all

notices and instructions (including, in the case of a Borrower, Utilisation Requests), to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Company,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3. PURPOSE

3.1. Purpose

Each Borrower shall apply all amounts borrowed by it under the Revolving Facility and each Guarantee Facility towards the general corporate and working capital purposes of the Group.

3.2. Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1. Initial Conditions Precedent

(a) The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) in relation to any Utilisation if on or before the Utilisation Date for that Utilisation, the Agent has received all of the documents and other evidence listed in Part I of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Company and the Lenders promptly upon being so satisfied.

(b) Other than to the extent that the Majority Lenders notify the Agent to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2. Further Conditions Precedent

Subject to Clause 4.1 (*Initial Conditions Precedent*), the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) in relation to a Utilisation if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no notice has been given pursuant to paragraphs (a)(ii), (a)(iv) or (a)(vi) of Clause 28.10 (*Acceleration and/or Other Remedies*), or, having placed any amount on demand pursuant to paragraphs (a)(iii), (a)(v) or (a)(vii) of Clause 28.10 (*Acceleration and/or Other Remedies*), demand is made under any of these paragraphs and in the case of any other Utilisation, no Event of Default is continuing or would result from the proposed Utilisation;

(b) no Financial Covenant Drawstop Event is continuing; and

(c) in relation to any Utilisation on the Closing Date, all the representations and warranties in Clause 24 (*Representations*) or, in relation to any other Utilisation, the Repeating Representations to be made by each Obligor on the relevant date are true in all material respects.

4.3. Conditions Relating to Optional Currencies

(a) A currency will constitute an Optional Currency in relation to (x) a Revolving Facility Utilisation that is a Loan, if it is Swedish krona, Norwegian krone, Australian dollars, Danish krone or Polish zloty, (y) a Revolving Facility Utilisation that is a Letter of Credit, if it is U.S. dollars, sterling, Swedish krona, Norwegian krone, Australian dollars, Danish krone or Polish zloty, and (z) a Guarantee Facility Utilisation under any Accordion Guarantee Facility, if it is an Optional Accordion Guarantee Facility Currency in respect of that Accordion Guarantee Facility or:

(i) it is readily available in the amount required and freely convertible into the Base Currency in the wholesale market for that currency on the Quotation Day and the Utilisation Date for that Utilisation; and

(ii) it has been approved by the Agent (acting on the instructions of all the Lenders under the Revolving Facility or the relevant Accordion Guarantee Facility, as applicable) on or prior to receipt by the Agent of the relevant Utilisation Request for that Utilisation.

(b) If the Agent has received a written request from the Company for a currency to be approved under paragraph (a)(ii) above, the Agent will confirm to the Company by the Specified Time:

(i) whether or not the Lenders under the Revolving Facility or the relevant Accordion Guarantee Facility have granted their approval; and

(ii) if approval has been granted, the minimum amount for any subsequent Utilisation in that currency.

4.4. Maximum Number of Utilisations

(a) A Borrower (or the Company) may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 20 Loans would be outstanding.

(b) Any Loan made by a single Lender under Clause 8.2 (*Unavailability of a Currency*) shall not be taken into account in this Clause 4.4.

(c) A Borrower (or the Company) may not request that a Letter of Credit be issued under the Revolving Facility if, as a result of the proposed Utilisation, more than 50 Letters of Credit would be outstanding.

(d) A Borrower (or the Company) may not request that a Bank Guarantee be issued under a Guarantee Facility if, as a result of the proposed Utilisation, more than 50 Bank Guarantees would be outstanding under that Guarantee Facility.

SECTION 3
UTILISATION

5. UTILISATION – LOANS

5.1. Delivery of a Utilisation Request

A Borrower (or the Company on its behalf) may utilise a Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time (or such later time as the Agent may agree).

5.2. Completion of a Utilisation Request for Loans

(a) Each Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:

(i) it identifies the Facility to be utilised;

(ii) the proposed Utilisation Date is a Business Day within the Availability Period applicable to that Facility;

(iii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and Amount*); and

(iv) the proposed Interest Period complies with Clause 15 (*Interest Periods*).

(b) Only one Utilisation may be requested in each Utilisation Request.

5.3. Currency and Amount

(a) The currency specified in a Utilisation Request must be, in relation to a Facility, the Base Currency or an Optional Currency in respect of that Facility.

(b) The amount of the proposed Utilisation for the Revolving Facility or a Guarantee Facility must be:

(i) if the currency selected is the Base Currency, a minimum of EUR 25,000 or, if less, the Available Facility;

(ii) if the currency selected is Swedish krona, a minimum of SEK 230,000 or, if less, the Available Facility;

(iii) if the currency selected is Norwegian krone, a minimum of NOK 230,000, or, if less, the Available Facility;

(iv) if the currency selected is Australian dollars, a minimum of A.$40,000, or, if less, the Available Facility;

(v) if the currency selected is Danish krone, a minimum of DKK 180,000, or, if less, the Available Facility;

(vi) if the currency selected is Polish zloty, a minimum of PLN 100,000, or, if less, the Available Facility; or

(vii) if the currency selected is an Optional Currency other than, Swedish krona, Norwegian krone, Australian dollars, Danish krone or Polish zloty the minimum amount specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 *(Conditions relating to Optional Currencies)* or, if less, the Available Facility.

5.4. Lenders' Participation

(a) If the conditions set out in this Agreement have been met, and subject to Clause 10 (*Repayment*), each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

(b) Other than as set out in paragraph (c) below, the amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

(c) If a Revolving Facility Utilisation is made to repay Ancillary Outstandings, each Lender's participation in that Utilisation will be in an amount (as determined by the Agent) which will result as nearly as possible in the aggregate amount of its participation in the Revolving Facility Utilisations then outstanding bearing the same proportion to the aggregate amount of the Revolving Facility Utilisations then outstanding as its Revolving Facility Commitment bears to the Total Revolving Facility Commitments.

(d) The Agent shall determine the Base Currency Amount of each Loan which is to be made in an Optional Currency and notify each Lender of the amount, currency and the Base Currency Amount of each Loan, the amount of its participation in that Loan and, if different, the amount of that participation to be made available in accordance with Clause 35.1 (*Payments to the Agent*) by the Specified Time.

5.5. Cancellation of Commitment

(a) The Revolving Facility Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the Revolving Facility.

(b) The Accordion Guarantee Facility Commitments in respect of an Accordion Guarantee Facility which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for the relevant Accordion Guarantee Facility.

6. UTILISATION – LETTERS OF CREDIT AND BANK GUARANTEES

6.1. The Revolving Facility and each Guarantee Facility

(a) The Revolving Facility may be utilised by way of Letters of Credit.

(b) Each Guarantee Facility (if any) may only be utilised by way of Bank Guarantees.

(c) Clause 5 (*Utilisation – Loans*) does not apply to utilisations by way of Letters of Credit or Bank Guarantees.

(d) In determining the amount of the Available Facility and a Lender's L/C Proportion of a proposed Letter of Credit or Bank Guarantee for the purposes of this Agreement the Available Commitment of a Lender under the relevant Facility will be calculated taking into account any cash cover provided by the relevant Borrower for outstanding Letters of Credit or Bank Guarantees as the case may be.

6.2. Delivery of a Utilisation Request for Letters of Credit and Bank Guarantees

A Borrower (or the Company on its behalf) may request a Letter of Credit or a Bank Guarantee to be issued by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time (or such later time as the Agent may agree).

6.3. Completion of a Utilisation Request for Letters of Credit and Bank Guarantees

Each Utilisation Request for a Letter of Credit or a Bank Guarantee is irrevocable and will not be regarded as having been duly completed unless:

(a) it specifies that it is for a Letter of Credit or Bank Guarantee;

(b) it identifies the Borrower of the Letter of Credit or Bank Guarantee;

(c) it identifies the Issuing Bank which has agreed to issue the Letter of Credit or Bank Guarantee;

(d) the proposed Utilisation Date is a Business Day within the Availability Period applicable to the Revolving Facility or the relevant Guarantee Facility, as applicable;

(e) the currency and amount of the Letter of Credit or Bank Guarantee comply with Clause 6.4 (*Currency and Amount*);

(f) the form of Letter of Credit or Bank Guarantee is attached;

(g) the Term of the Letter of Credit or Bank Guarantee ends on or prior to the Termination Date;

(h) the delivery instructions for the Letter of Credit or Bank Guarantee are specified; and

(i) the beneficiary of the Letter of Credit or Bank Guarantee is not an entity or located in a jurisdiction where the Issuing Bank would breach applicable law or regulation if it issued such Letter of Credit or Bank Guarantee.

6.4. Currency and Amount

(a) The currency specified in a Utilisation Request for a Letter of Credit or a Bank Guarantee must be the Base Currency or an Optional Currency.

(b) The amount of the proposed Letter of Credit or Bank Guarantee must be an amount whose Base Currency Amount is not more than the Available Facility and which is:

(i) if the currency selected is the Base Currency, a minimum of EUR 25,000 or, if less, the Available Facility;

(ii) if the currency selected is U.S. dollars, a minimum of U.S.$25,000 or, if less, the Available Facility;

(iii) if the currency selected is sterling, a minimum of £20,000 or, if less, the Available Facility;

(iv) if the currency selected is Swedish krona, a minimum of SEK 230,000 or, if less, the Available Facility;

(v) if the currency selected is Norwegian krone, a minimum of NOK 230,000 or, if less, the Available Facility;

(vi) if the currency selected is Australian dollars, a minimum amount of A.$40,000 or, if less, the Available Facility;

(vii) if the currency selected is Danish krone, a minimum of DKK 180,000, or, if less, the Available Facility;

(viii) if the currency selected is Polish zloty, a minimum of PLN 100,000, or, if less, the Available Facility; or

(ix) if the currency selected is an Optional Currency other than U.S. dollars, sterling, Swedish krona, Norwegian krone, Australian dollars, Danish krone or Polish zloty the minimum amount specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 (*Conditions Relating to Optional Currencies*) or, if less, the Available Facility.

6.5. Issue of Letters of Credit and Bank Guarantees

(a) If the conditions set out in this Agreement have been met, the Issuing Bank shall issue the Letter of Credit or Bank Guarantee on the Utilisation Date.

(b) Subject to Clause 4.1 (*Initial Conditions Precedent*), the Issuing Bank will only be obliged to comply with paragraph (a) above if on the date of the Utilisation Request or Renewal Request and on the proposed Utilisation Date:

(i) in the case of a Letter of Credit or Bank Guarantee to be renewed in accordance with Clause 6.6 (*Renewal of a Letter of Credit or Bank Guarantee*) no notice has been given pursuant to paragraphs (a)(ii), (a)(iv) or (a)(vi) of Clause 28.10 (*Acceleration and/or Other Remedies*) or, having placed any amount on demand pursuant to paragraphs (a)(iii), (a)(v) or (a)(vii) of Clause 28.10 (*Acceleration and/or Other Remedies*), demand is made under any of those paragraphs and, in the case of any other Utilisation, no Event of Default is continuing or would result from the proposed Utilisation and no Financial Covenant Drawstop Event is continuing; and

(ii) in relation to any Utilisation on the Closing Date, all the representations and warranties in Clause 24 (*Representations*) or, in relation to any other Utilisation, the Repeating Representations to be made by each Obligor on such date are true in all material respects.

(c) The amount of each Lender's participation in each Letter of Credit or Bank Guarantee will be equal to its L/C Proportion.

(d) The Agent shall determine the Base Currency Amount of each Letter of Credit or Bank Guarantee which is to be issued in an Optional Currency and shall notify the Issuing Bank and each Lender of the details of the requested Letter of Credit or Bank Guarantee and its participation in that Letter of Credit or Bank Guarantee by the Specified Time.

(e) If there is then no Issuing Bank, the Company will use reasonable endeavours to appoint an Ancillary Lender to provide such Letter of Credit or Bank Guarantee. In the event that no Issuing Bank and no Ancillary Lender is willing to provide such Letter of Credit or Bank Guarantee, then, subject to the other terms of this Agreement, such Letter of Credit or Bank Guarantee will upon notification by the Company to the Agent be issued by the Agent as Issuing Bank.

(f) The Issuing Bank has no duty to enquire of any person whether or not any of the conditions set out in paragraph (b) above have been met. The Issuing Bank may assume that those conditions have been met unless it is expressly notified to the contrary by the Agent. The Issuing Bank will have no liability to any person for issuing a Letter of Credit or Bank Guarantee based on such assumption.

(g) The Issuing Bank is solely responsible for the form of the Letter of Credit or Bank Guarantee that it issues. The Agent has no duty to monitor the form of that document.

(h) Subject to paragraph (i) of Clause 32.7 (*Rights and Discretions*), each of the Issuing Bank and the Agent shall provide the other with any information reasonably requested by the other that relates to a Letter of Credit or Bank Guarantee and its issue.

(i) The Issuing Bank may issue a Letter of Credit or Bank Guarantee in the form of a SWIFT message or other form of communication customary in the relevant market but has no obligation to do so.

(j) The Company shall supply to the Agent promptly on request such information as the Issuing Bank or any Lender under the Revolving Facility or the relevant Guarantee Facility may reasonably require in order to determine compliance with paragraph (i) of Clause 6.3 (*Completion of a Utilisation Request for Letters of Credit and Bank Guarantees*).

6.6. Renewal of a Letter of Credit or Bank Guarantee

(a) A Borrower (or the Company on its behalf) may request that any Letter of Credit or Bank Guarantee issued on behalf of that Borrower be renewed by delivery to the Agent of a Renewal Request in substantially similar form to a Utilisation Request for a Letter of Credit or Bank Guarantee by the Specified Time.

(b) The Finance Parties shall treat any Renewal Request in the same way as a Utilisation Request for a Letter of Credit or Bank Guarantee except that the conditions set out in paragraph (f) of Clause 6.3 (*Completion of a Utilisation Request for Letters of Credit and Bank Guarantees*) shall not apply.

(c) The terms of each renewed Letter of Credit or Bank Guarantee shall be the same as those of the relevant Letter of Credit or Bank Guarantee immediately prior to its renewal, except that:

(i) its amount may be less than the amount of the Letter of Credit or Bank Guarantee immediately prior to its renewal; and

(ii) its Term shall start on the date which was the Expiry Date of the Letter of Credit or Bank Guarantee immediately prior to its renewal, and shall end on the proposed Expiry Date specified in the Renewal Request.

(d) Subject to paragraph (e) below, if the conditions set out in this Agreement have been met, the Issuing Bank shall amend and re-issue any Letter of Credit or Bank Guarantee pursuant to a Renewal Request.

(e) Where a new Letter of Credit or Bank Guarantee is to be issued to replace by way of renewal an existing Letter of Credit or Bank Guarantee, the Issuing Bank is not required to issue that new Letter of Credit or Bank Guarantee until the Letter of Credit or Bank Guarantee being replaced has been returned to the Issuing Bank or the Issuing Bank (acting reasonably) is satisfied either that it will be returned to it or otherwise that no liability can be expected to arise under it (and it will be so satisfied, without limitation, where the beneficiary under that Letter of Credit or Bank Guarantee confirms irrevocably in writing that such Letter of Credit or Bank Guarantee is terminated).

6.7. Reduction of a Letter of Credit or Bank Guarantee

(a) If, on the proposed Utilisation Date of a Letter of Credit or Bank Guarantee, any Lender under the Revolving Facility or the relevant Guarantee Facility, respectively, is a Non-Acceptable L/C Lender and:

(i) that Lender has failed to provide cash collateral to the Issuing Bank in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*); and

(ii) the Borrower of that proposed Letter of Credit or Bank Guarantee has not exercised its right to provide cash cover to the Issuing Bank in accordance with paragraph (g) of Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*),

the Issuing Bank may reduce the amount of that Letter of Credit or Bank Guarantee by an amount equal to the amount of the participation of that Non-Acceptable L/C Lender in respect of that Letter of Credit or Bank Guarantee and that Non-Acceptable L/C Lender shall be deemed not to have any participation (or obligation to indemnify the Issuing Bank) in respect of that Letter of Credit or Bank Guarantee for the purposes of the Finance Documents.

(b) The Issuing Bank shall notify the Agent and the Company of each reduction made pursuant to this Clause 6.7.

(c) This Clause 6.7 shall not affect the participation of each other Lender in that Letter of Credit or Bank Guarantee.

6.8. Revaluation of Letters of Credit or Bank Guarantees

(a) If any Letter of Credit or Bank Guarantee is denominated in an Optional Currency, the Agent shall at six monthly intervals after the date of issue of the relevant Letter of Credit or Bank Guarantee recalculate the Base Currency Amount of such Letter of Credit or Bank Guarantee by notionally converting into the Base Currency the outstanding amount of that Letter of Credit or Bank Guarantee on the basis of the Agent's Spot Rate of Exchange on the date of calculation.

(b) The Company shall, if requested by the Agent within five Business Days of any calculation under paragraph (a) above, ensure that within three Business Days of any such request sufficient Revolving Facility Utilisations or Guarantee Facility Utilisations, as applicable, are prepaid to prevent the Base Currency Amount of the Revolving Facility Utilisations exceeding the Total Revolving Facility Commitments (after deducting the total Ancillary Commitments (including any Fronted Ancillary Commitments and any Fronting Ancillary Commitments)) or to prevent the Base Currency Amount of the Guarantee Facility Utilisations under an Accordion Guarantee Facility exceeding the Total Accordion Guarantee Facility Commitments in respect of that Accordion Guarantee Facility following any adjustment to a Base Currency Amount under paragraph (a) above.

6.9. Reduction or expiry of Letter of Credit or Bank Guarantee

If the amount of any Letter of Credit or Bank Guarantee is wholly or partially reduced or it is repaid or prepaid or it expires prior to its Expiry Date, the Issuing Bank and the Borrower that requested (or on behalf of which the Company requested) the issue of that Letter of Credit or Bank Guarantee shall promptly notify the Agent of the details upon becoming aware of them.

6.10. Appointment of Additional Issuing Banks

Any Lender which has agreed to the Company's request to be an Issuing Bank for the purposes of this Agreement shall become a Party as an "Issuing Bank" upon notifying the Agent and the Company that it has so agreed to be an Issuing Bank.

7. LETTERS OF CREDIT AND BANK GUARANTEES

7.1. Immediately Payable

If a Letter of Credit or Bank Guarantee, or any amount outstanding under a Letter of Credit or Bank Guarantee, is expressed to be immediately payable, the Borrower that requested (or on behalf of which the Company requested) the issue of that Letter of Credit or Bank Guarantee shall repay or prepay that amount within four Business Days of demand.

7.2. Claims under a Letter of Credit or Bank Guarantee

(a) Each Borrower irrevocably and unconditionally authorises the Issuing Bank to pay any claim made or purported to be made under a Letter of Credit or Bank Guarantee requested by it (or requested by the Company on its behalf) and which appears on its face to be in order (in this Clause 7, a "**claim**").

(b) Each Borrower shall immediately on demand or, if such payment is being funded by a Loan, shall within four Business Days of demand pay to the Agent for the Issuing Bank an amount equal to the amount of any claim or direct the Issuing Bank to apply cash cover provided by the Borrower to the Issuing Bank in respect of that Letter of Credit or Bank Guarantee in an amount equal to the amount of any claim in reimbursement of payment of that claim.

(c) Each Borrower acknowledges that the Issuing Bank:

(i) is not obliged to carry out any investigation or seek any confirmation from any other person before paying a claim; and

(ii) deals in documents only and will not be concerned with the legality of a claim or any underlying transaction or any available set-off, counterclaim or other defence of any person.

(d) The obligations of a Borrower under this Clause 7 will not be affected by:

(i) the sufficiency, accuracy or genuineness of any claim or any other document; or

(ii) any incapacity of, or limitation on the powers of, any person signing a claim or other document.

7.3. Indemnities

(a) Each Borrower shall within five Business Days of demand indemnify the Issuing Bank against any cost, loss or liability incurred by the Issuing Bank (otherwise than by reason of the Issuing Bank's gross negligence or wilful misconduct or material breach of its obligations under the Finance Documents) in acting as the Issuing Bank under any Letter of Credit or Bank Guarantee requested by (or on behalf of) that Borrower.

(b) Each Lender shall (according to its L/C Proportion) immediately on demand indemnify the Issuing Bank against any cost, loss or liability incurred by the Issuing Bank (otherwise than by reason of the Issuing Bank's gross negligence or wilful misconduct or material breach of its obligations under the Finance Documents) in acting as the Issuing Bank under any Letter of Credit or Bank Guarantee (unless the Issuing Bank has been reimbursed by an Obligor pursuant to a Finance Document).

(c) The Borrower which requested (or on behalf of which the Company requested) a Letter of Credit or Bank Guarantee shall within five Business Days of demand

reimburse any Lender for any payment it makes to the Issuing Bank under this Clause 7.3 in respect of that Letter of Credit or Bank Guarantee.

(d) The obligations of each Lender or Borrower under this Clause are continuing obligations and will extend to the ultimate balance of sums payable by that Lender or Borrower in respect of any Letter of Credit or Bank Guarantee, regardless of any intermediate payment or discharge in whole or in part.

(e) If a Borrower has provided cash cover in respect of a Lender's participation in a Letter of Credit or Bank Guarantee, the Issuing Bank shall seek reimbursement from that cash cover before making a demand of that Lender in respect of that Letter of Credit or Bank Guarantee under paragraph (b) above. Any recovery made by an Issuing Bank pursuant to that cash cover will reduce that Lender's liability under paragraph (b) above.

(f) The obligations of any Lender or Borrower under this Clause will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause (without limitation and whether or not known to it or any other person) including:

(i) any time, waiver or consent granted to, or composition with, any Obligor, any beneficiary under a Letter of Credit or a Bank Guarantee or any other person;

(ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any member of the Group;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor, any beneficiary under a Letter of Credit or a Bank Guarantee or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor, any beneficiary under a Letter of Credit or a Bank Guarantee or any other person;

(v) any amendment (however fundamental) or replacement of a Finance Document, any Letter of Credit, any Bank Guarantee or any other document or security;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, any Letter of Credit, any Bank Guarantee or any other document or security; or

(vii) any insolvency or similar proceedings.

7.4. Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover

(a) If, at any time, a Lender under the Revolving Facility or any Guarantee Facility is a Non-Acceptable L/C Lender, the Issuing Bank may, by notice to that Lender, request that Lender to pay and that Lender shall pay, on or prior to the date falling five Business Days after the request by the Issuing Bank, an amount equal to that Lender's L/C Proportion of:

(i) the outstanding amount of a Letter of Credit or a Bank Guarantee; or

(ii) in the case of a proposed Letter of Credit or a Bank Guarantee, the amount of that proposed Letter of Credit or Bank Guarantee,

and in the currency of that Letter of Credit or Bank Guarantee to an interest-bearing account either:

(A) in the name of that Lender with the Issuing Bank; or

(B) in the name of the Issuing Bank.

(b) The Non-Acceptable L/C Lender to whom a request has been made in accordance with paragraph (a) above shall enter into a security document or other form of collateral arrangement over the account, in form and substance satisfactory to the Issuing Bank, as collateral for any amounts due and payable under this Agreement by that Lender to the Issuing Bank in respect of that Letter of Credit or Bank Guarantee.

(c) Subject to paragraph (f) below, withdrawals from such an account may only be made to pay the Issuing Bank amounts due and payable to it under this Agreement by the Non-Acceptable L/C Lender in respect of that Letter of Credit or Bank Guarantee until no amount is or may be outstanding under that Letter of Credit or Bank Guarantee.

(d) Each Lender under the Revolving Facility and each Lender under each Guarantee Facility shall notify the Agent and the Company:

(i) on the date of this Agreement or on any later date on which it becomes such a Lender in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Accordion Increase*), Clause 2.4 (*Accordion Guarantee Facility*) or Clause 29 (*Changes to the Lenders*) whether it is a Non-Acceptable L/C Lender; and

(ii) as soon as practicable upon becoming aware of the same, that it has become a Non-Acceptable L/C Lender,

and an indication in Schedule 1 (*The Original Parties*), in a Transfer Certificate, an Assignment Agreement, an Increase Confirmation, an Accordion Increase Confirmation or an Accordion Guarantee Facility Accession Undertaking to that effect will constitute a notice under paragraph (i) above to the Agent and, upon delivery in accordance with Clause 29.8 (*Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation or Accordion Guarantee Facility Accession Undertaking to Company*), to the Company.

(e) Any notice received by the Agent pursuant to paragraph (d) above shall constitute notice to the Issuing Bank of that Lender's status and the Agent shall, upon receiving each such notice, promptly notify each Issuing Bank under the relevant Facility of that Lender's status as specified in that notice.

(f) Notwithstanding paragraph (c) above, a Lender which has provided cash collateral in accordance with this Clause 7.4 may, by notice to the Issuing Bank request that an amount equal to the amount provided by it as collateral in respect of the relevant Letter of Credit or Bank Guarantee (together with any accrued interest) be returned to it:

(i) to the extent that such cash collateral has not been applied in satisfaction of any amount due and payable under this Agreement by that Lender to the Issuing Bank in respect of the relevant Letter of Credit or Bank Guarantee;

(ii) if:

(A) it ceases to be a Non Acceptable L/C Lender;

(B) its obligations in respect of the relevant Letter of Credit or Bank Guarantee are transferred to a New Lender in accordance with the terms of this Agreement; or

(C) an Increase Lender has agreed to undertake that Lender's obligations in respect of the relevant Letter of Credit or Bank Guarantee in accordance with the terms of this Agreement; and

(iii) if no amount is due and payable by that Lender in respect of a Letter of Credit or Bank Guarantee,

and the Issuing Bank shall pay that amount to the Lender within five Business Days of that Lender's request (and shall cooperate with the Lender in order to procure that the relevant security or collateral arrangement is released and discharged).

(g) To the extent that a Non-Acceptable L/C Lender fails to provide cash collateral (or notifies the Issuing Bank that it will not provide cash collateral) in accordance with this Clause 7.4 in respect of a proposed Letter of Credit or Bank Guarantee, the Issuing Bank shall promptly notify the Company (with a copy to the Agent) and the Borrower of that proposed Letter of Credit or Bank Guarantee may, at any time before the proposed Utilisation Date of that Letter of Credit or Bank Guarantee and without prejudice to the Non-Acceptable L/C Lender's obligations under this Clause 7.4, provide cash cover to an account with the Issuing Bank in an amount equal to that Lender's L/C Proportion of the amount of that proposed Letter of Credit or Bank Guarantee.

7.5. Requirement for Cash Cover from Borrower

If:

(a) a Non-Acceptable L/C Lender fails to provide cash collateral (or notifies the Issuing Bank that it will not provide cash collateral) in accordance with Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) in respect of a Letter of Credit or Bank Guarantee that has been issued;

(b) the Issuing Bank notifies the Company (with a copy to the Agent) that it requires the Borrower of the relevant Letter of Credit or Bank Guarantee to provide cash cover in an amount equal to that Lender's L/C Proportion of the outstanding amount of that Letter of Credit or Bank Guarantee and in the currency of that Letter of Credit or Bank Guarantee; and

(c) that Borrower has not already provided such cash cover which is continuing to stand as collateral,

then that Borrower shall provide such cash cover within 15 Business Days of the notice referred to in paragraph (b) above.

7.6. Regulation and Consequences of Cash Cover Provided by Borrower

(a) Any cash cover provided by a Borrower pursuant to Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) or Clause 7.5 (*Requirement for Cash Cover from Borrower*) may be funded out of a Loan.

(b) Notwithstanding paragraph (f) of Clause 1.2 (*Construction*), the relevant Borrower may request that an amount equal to the cash cover (together with any accrued interest) provided by it pursuant to Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) or Clause 7.5 (*Requirement for Cash Cover from Borrower*) be returned to it:

(i) to the extent that such cash cover has not been applied in satisfaction of any amount due and payable under this Agreement by that Borrower to the Issuing Bank in respect of a Letter of Credit or Bank Guarantee;

(ii) if:

(A) the relevant Lender ceases to be a Non Acceptable L/C Lender;

(B) the relevant Lender's obligations in respect of the relevant Letter of Credit or Bank Guarantee are transferred to a New Lender in accordance with the terms of this Agreement; or

(C) an Increase Lender has agreed to undertake the relevant Lender's obligations in respect of the relevant Letter of Credit or Bank Guarantee in accordance with the terms of this Agreement;

(iii) if no amount is due and payable by the relevant Lender in respect of the relevant Letter of Credit or Bank Guarantee,

and the Issuing Bank shall pay that amount to that Borrower within five Business Days of that Borrower's request, but provided always that if such cash cover has been taken into account for the purposes of determining the amount of the Available Facility in accordance with paragraph (d) of Clause 6.1 (*The Revolving Facility and each Guarantee Facility*), to the extent that the return of such cash cover would not result in the Commitment of any Lender exceeding its Available Commitment.

(c) To the extent that a Borrower has provided cash cover pursuant to Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) or Clause 7.5 (*Requirement for Cash Cover from Borrower*), the relevant Lender's L/C Proportion in respect of that Letter of Credit or Bank Guarantee will remain (but that Lender's obligations in relation to that Letter of Credit or Bank Guarantee may be satisfied in accordance with paragraph (f)(A) of Clause 1.2 (*Construction*)). However, the relevant Borrower's obligation to pay any Letter of Credit or Bank Guarantee fee in relation to the relevant Letter of Credit or Bank Guarantee to the Agent (for the account of that Lender) in accordance with paragraph (b) of Clause 17.5 (*Fees Payable in Respect of Letters of Credit and Bank Guarantees*) will be reduced proportionately as from the date on which it provides that cash cover (and for so long as the relevant amount of cash cover continues to stand as collateral).

(d) The relevant Issuing Bank shall promptly notify the Agent of the extent to which a Borrower provides cash cover pursuant to Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) or Clause 7.5 (*Requirement for Cash Cover from Borrower*) and of any change in the amount of cash cover so provided.

7.7. Rights of Contribution

No Obligor will be entitled to any right of contribution or indemnity from any Finance Party in respect of any payment it may make under this Clause 7.

8. OPTIONAL CURRENCIES

8.1. Selection of Currency

A Borrower (or the Company on its behalf) shall select the currency of a Revolving Facility Utilisation or a Guarantee Facility Utilisation in a Utilisation Request.

8.2. Unavailability of a Currency

If before the Specified Time on any Quotation Day:

(a) a Lender notifies the Agent that the Optional Currency requested is not readily available to it in the amount required; or

(b) a Lender notifies the Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Agent will give notice to the relevant Borrower or the Company to that effect by the Specified Time on that day. In this event, any Lender that gives notice pursuant to this Clause 8.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount, or in respect of a Rollover Loan, an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

8.3. Agent's Calculations

Each Lender's participation in a Loan will be determined in accordance with paragraph (b) of Clause 5.4 (*Lenders' Participation*).

9. ANCILLARY FACILITIES

9.1. Type of Facility

An Ancillary Facility may be by way of:

(a) an overdraft, cheque clearing, automatic payment, credit card or other current account facility;

(b) a guarantee, bonding, documentary, trade or stand-by letter of credit facility;

(c) a short term loan facility;

(d) a derivatives facility;

(e) a foreign exchange facility;

(f) a notional cash pooling, cash concentration/target balancing, cash/overdraft netting, liquidity, management or other cash management facility; and/or

(g) any other facility or accommodation required in connection with the business of the Group and which is agreed by the Company with an Ancillary Lender.

9.2. Availability

(a) If the Company and a Lender agree and except as otherwise provided in this Agreement, the Lender may provide all or part of its Revolving Facility Commitment

(including, for the avoidance of doubt, any Revolving Facility Commitment in respect of an Accordion Increase) as an Ancillary Facility.

(b) If the Company so requests and without prejudice to Clause 9.7 (*Affiliates of Lenders as Ancillary Lenders*), a Lender (a "**Fronting Ancillary Lender**") may provide an Ancillary Facility (a "**Fronted Ancillary Facility**") on a bilateral basis and on normal commercial terms in respect of all or part of its Available Commitment under the Revolving Facility and with their respective agreement supported in an amount agreed between the Company, the Fronting Ancillary Lender and the Fronted Ancillary Lenders by the Available Commitments of other Lenders under the Revolving Facility (such other Lenders being together, the "**Fronted Ancillary Lenders**"), *provided that*, except as otherwise provided, each Fronted Ancillary Facility shall comply with the terms of this Clause 9.

(c) An Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility) shall not be made available unless, not later than five Business Days (or such later date as the Agent may agree) prior to the Ancillary Commencement Date for an Ancillary Facility, the Agent has received from the Company:

(i) a notice in writing of the establishment of an Ancillary Facility and specifying:

(A) the proposed Borrower(s) (or Affiliates of a Borrower) which may use the Ancillary Facility;

(B) the proposed Ancillary Commencement Date and expiry date of the Ancillary Facility;

(C) the proposed type of Ancillary Facility to be provided;

(D) the proposed Ancillary Lender (including, in respect of a Fronted Ancillary Facility, the proposed Fronting Ancillary Lender and Fronted Ancillary Lenders) (which must be a Lender or Affiliate of a Lender) which has agreed to make available that Ancillary Facility;

(E) the proposed amount of the Ancillary Commitment (including, in respect of a Fronted Ancillary Facility, the proposed Fronted Ancillary Commitments of each Fronted Ancillary Lender and the Fronting Ancillary Commitment) in respect of that Ancillary Facility and, in the case of a Multi-account Overdraft, its Designated Gross Amount and its Designated Net Amount; and

(F) the proposed currency of the Ancillary Facility (if not denominated in the Base Currency); and

(ii) any other information which the Agent may reasonably request in connection with the Ancillary Facility.

(d) The Agent shall promptly notify the Ancillary Lender and the other Lenders of the establishment of an Ancillary Facility.

(e) Subject to compliance with paragraph (c) above:

(i) the Lender concerned will become an Ancillary Lender; and

(ii) the Ancillary Facility will be available,

with effect from the date agreed by the Company and the Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender).

9.3. Terms of Ancillary Facilities

(a) Except as provided below, the terms of any Ancillary Facility (including, for the avoidance of doubt, any Fronted Ancillary Facility) will be those agreed by the relevant Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender) and the Company.

(b) Those terms:

(i) must be based upon normal commercial terms at that time (except as varied by this Agreement);

(ii) may allow only Borrowers (or Affiliates of Borrowers nominated pursuant to Clause 9.8 (*Affiliates of Borrowers*)) to use the Ancillary Facility;

(iii) may not allow the Ancillary Outstandings to exceed the Ancillary Commitment or, in respect of a Fronted Ancillary Facility, the aggregate of the Fronted Ancillary Commitments and the Fronting Ancillary Commitment;

(iv) may not allow a Lender's Ancillary Commitment or, in respect of a Fronted Ancillary Facility, a Lender's Fronted Ancillary Commitment or Fronting Ancillary Commitment to exceed that Lender's or, in respect of a Fronted Ancillary Facility, that Fronted Ancillary Lender's or Fronting Ancillary Lender's Available Commitment relating to the Revolving Facility (before taking into account the effect of the Ancillary Facility on that Available Commitment); and

(v) must require that the Ancillary Commitment (including any Fronted Ancillary Commitment and Fronting Ancillary Commitment) is reduced to zero, and that all Ancillary Outstandings are repaid not later than the Termination Date (or such earlier date as the Revolving Facility Commitment of the relevant Ancillary Lender (or its Affiliate) is reduced to zero).

(c) If there is any inconsistency between any term of an Ancillary Facility and any term of this Agreement, this Agreement shall prevail except for:

(i) Clause 38.3 (*Day Count Convention*) which shall not prevail for the purposes of calculating fees, interest or commission relating to an Ancillary Facility;

(ii) an Ancillary Facility comprising more than one account where the terms of the Ancillary Documents shall prevail to the extent required to permit the netting of balances on those accounts; and

(iii) where the relevant term of this Agreement would be contrary to, or inconsistent with, the law governing the relevant Ancillary Document, in which case that term of this Agreement shall not prevail.

(d) Interest, commission and fees on Ancillary Facilities are dealt with in Clause 17.6 (*Interest, Commission and Fees on Ancillary Facilities*).

9.4. Repayment of Ancillary Facility

(a) An Ancillary Facility shall cease to be available on the Termination Date or such earlier date on which its expiry date occurs or on which it is cancelled in accordance with the terms of this Agreement.

(b) If an Ancillary Facility expires in accordance with its terms the Ancillary Commitment of the Ancillary Lender or, with respect to a Fronted Ancillary Facility, the Fronted Ancillary Commitment of any Fronted Ancillary Lender and the Fronting Ancillary Commitment of any Fronting Ancillary Lender, shall be reduced to zero.

(c) No Ancillary Lender may demand repayment or prepayment of any Ancillary Outstandings prior to the scheduled expiry date of the relevant Ancillary Facility or cause any Ancillary Outstandings to fall due by transferring its Revolving Commitment to a New Lender unless:

(i) required to reduce the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings;

(ii) the Total Revolving Facility Commitments have been cancelled in full, or all outstanding Utilisations under the Revolving Facility have become due and payable in accordance with the terms of this Agreement;

(iii) it becomes unlawful in any applicable jurisdiction for the Ancillary Lender (including, for the avoidance of doubt, any Fronted Ancillary Lender or Fronting Ancillary Lender) to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in its Ancillary Facility (or it becomes unlawful for any Affiliate of the Ancillary Lender which has become an Ancillary Lender to do so); or

(iv) any such Ancillary Outstandings can be repaid in full by way of Revolving Facility Utilisation and not less than five Business Days' notice is given to the borrower of such Ancillary Facility before the Ancillary Outstandings become due.

(d) If a Revolving Facility Utilisation is made to repay Ancillary Outstandings in full, the relevant Ancillary Commitment or, with respect to a Fronted Ancillary Facility, the relevant Fronted Ancillary Commitments and Fronting Ancillary Commitment, shall be reduced to zero.

9.5. Limitation on Ancillary Outstandings

Each Borrower shall procure that:

(a) the Ancillary Outstandings under any Ancillary Facility shall not exceed the Ancillary Commitment or, in respect of a Fronted Ancillary Facility, the aggregate of the Fronted Ancillary Commitment and the Fronting Ancillary Commitment, applicable to that Ancillary Facility; and

(b) in relation to a Multi-account Overdraft:

(i) the Ancillary Outstandings shall not exceed the Designated Net Amount applicable to that Multi-account Overdraft; and

(ii) the Gross Outstandings shall not exceed the Designated Gross Amount applicable to that Multi-account Overdraft.

9.6. Information

Each Borrower and each Ancillary Lender shall, promptly upon request by the Agent, supply the Agent with any information relating to the operation of an Ancillary Facility (including the Ancillary Outstandings) as the Agent may reasonably request from time to time. Each Borrower consents to all such information being released to the Agent and the other Finance Parties.

9.7. Affiliates of Lenders as Ancillary Lenders

(a) Subject to the terms of this Agreement, an Affiliate of a Lender may become an Ancillary Lender (including, for the avoidance of doubt, a Fronting Ancillary Lender or Fronted Ancillary Lender). In such case, the Lender and its Affiliate shall be treated as a single Lender whose Revolving Facility Commitment is the amount set out opposite the relevant Lender's name in Part II of Schedule 1 (*The Original Parties*) and/or the amount of any Revolving Facility Commitment transferred to or assumed by that Lender under this Agreement, to the extent (in each case) not cancelled, reduced or transferred by it under this Agreement.

(b) The Company shall specify any relevant Affiliate of a Lender in any notice delivered by the Company to the Agent pursuant to paragraph (b)(i) of Clause 9.2 (*Availability*).

(c) An Affiliate of a Lender which becomes an Ancillary Lender shall accede to the Intercreditor Agreement as an Ancillary Lender and any person which so accedes to the Intercreditor Agreement shall, at the same time, become a Party as an "Ancillary Lender" in accordance with clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement.

(d) If a Lender assigns all of its rights and benefits or transfers all of its rights and obligations to a New Lender, its Affiliate shall cease to have any obligations under this Agreement or any Ancillary Document.

(e) Where this Agreement or any other Finance Document imposes an obligation on an Ancillary Lender and the relevant Ancillary Lender is an Affiliate of a Lender which is not a party to that document, the relevant Lender shall ensure that the obligation is performed by its Affiliate.

9.8. Affiliates of Borrowers

(a) Subject to the terms of this Agreement, an Affiliate of a Borrower which is a Restricted Subsidiary may with the approval of the relevant Ancillary Lender (which in the case of a Fronted Ancillary Facility shall be the Fronting Ancillary Lender) become a borrower with respect to an Ancillary Facility.

(b) The Company shall specify any relevant Affiliate of a Borrower in any notice delivered by the Company to the Agent pursuant to paragraph (b)(i) of Clause 9.2 (*Availability*).

(c) If a Borrower ceases to be a Borrower under this Agreement in accordance with Clause 31.3 (*Resignation of a Borrower*), its Affiliate shall cease to have any rights under this Agreement or any Ancillary Document.

(d) Where this Agreement or any other Finance Document imposes an obligation on a Borrower under an Ancillary Facility and the relevant Borrower is an Affiliate of a Borrower which is not a party to that document, the relevant Borrower shall ensure that the obligation is performed by its Affiliate.

(e) Any reference in this Agreement or any other Finance Document to a Borrower being under no obligations (whether actual or contingent) as a Borrower under such Finance Document shall be construed to include a reference to any Affiliate of a Borrower which is itself a borrower with respect to an Ancillary Facility being under no obligations under any Finance Document or Ancillary Document.

9.9. Revolving Facility Commitment Amounts

Notwithstanding any other term of this Agreement, each Lender shall ensure that at all times its Revolving Facility Commitment is not less than:

(a) its Ancillary Commitment (including any Fronted Ancillary Commitment and any Fronting Ancillary Commitment); and

(b) the Ancillary Commitment (including any Fronted Ancillary Commitment and any Fronting Ancillary Commitment) of its Affiliate.

9.10. Amendments and Waivers – Ancillary Facilities

No amendment or waiver of a term of any Ancillary Facility shall require the consent of any Finance Party other than the relevant Ancillary Lender unless such amendment or waiver itself relates to or gives rise to a matter which would require an amendment of or under this Agreement (including, for the avoidance of doubt, under this Clause 9). In such a case, Clause 41 (*Amendments and Waivers*) will apply.

9.11. Fronted Ancillary Commitment Indemnities, etc.

(a) A Borrower must promptly on demand indemnify each Fronting Ancillary Lender against any loss or liability which that Fronting Ancillary Lender incurs in acting as the Fronting Ancillary Lender under any Fronted Ancillary Facility requested by it, except to the extent that the loss or liability is caused by the gross negligence or wilful misconduct of that Fronting Ancillary Lender.

(b) Each Fronted Ancillary Lender must promptly on demand indemnify the Fronting Ancillary Lender (according to its Fronted Ancillary Portion) against any loss or liability which the Fronting Ancillary Lender incurs in acting as the Fronting Ancillary Lender under any Fronted Ancillary Facility and which at the date of demand has not been paid for by an Obligor, except to the extent that the loss or liability is caused by the gross negligence or wilful misconduct of, or breach of the terms of this Agreement by, the Fronting Ancillary Lender.

(c) The relevant Borrower which requested the Fronted Ancillary Facility must promptly on demand reimburse any Fronted Ancillary Lender for any payment it makes to the Fronting Ancillary Lender under paragraph (b) above except to the extent that such payment arises out of the gross negligence or wilful misconduct of, or breach of the terms of this Agreement by, such Fronted Ancillary Lender.

(d) The obligations of each Borrower and each Fronted Ancillary Lender under this Clause 9.11 are continuing obligations and will extend to the ultimate balance of all sums payable by that Borrower or Fronted Ancillary Lender in respect of any Fronted Ancillary Facility, regardless of any intermediate payment or discharge in whole or in part.

(e) The obligations of each Borrower and each Fronted Ancillary Lender under this Clause 9.11 will not be affected by any act, omission or other thing which, but for this Clause 9.11, would reduce, release or prejudice any of its obligations under this

Clause 9.11 (without limitation and whether or not known to it or any other person) including:

(i) any time or waiver granted to, or composition with, any person;

(ii) any release of any person under the terms of any composition or arrangement;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;

(iv) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(v) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

(vi) any amendment (however fundamental) of a Finance Document or any other document or security; or

(vii) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security.

(f) Any settlement or discharge between a Fronted Ancillary Lender and the Fronting Ancillary Lender shall be conditional upon no security or payment to the Fronting Ancillary Lender by a Fronted Ancillary Lender or any other person on behalf of the Fronted Ancillary Lender being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Fronting Ancillary Lender shall be entitled to recover the value or amount of such security or payment from such Fronted Ancillary Lender subsequently as if such settlement or discharge had not occurred.

(g) The Fronting Ancillary Lender shall not be obliged before exercising any of the rights, powers or remedies conferred upon it in respect of any Fronted Ancillary Facility by this Agreement or by law:

(i) to take any action or obtain judgment in any court against any Obligor;

(ii) to make or file any claim or proof in a winding-up or dissolution of any Obligor; or

(iii) to enforce or seek to enforce any other security taken in respect of any of the obligations of any Obligor under this Agreement.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

10. REPAYMENT

(a) Each Borrower which has drawn a Loan shall repay that Loan on the last day of its Interest Period.

(b) Without prejudice to each Borrower's obligation under paragraph (a) above, if:

(i) one or more Loans are to be made available to a Borrower:

(A) on the same day that a maturing Loan is due to be repaid by that Borrower;

(B) in the same currency as the maturing Loan (unless it arose as a result of the operation of Clause 8.2 (*Unavailability of a Currency*)); and

(C) in whole or in part for the purpose of refinancing the maturing Loan; and

(ii) the proportion borne by each Lender's participation in the maturing Loan to the amount of that maturing Loan is the same as the proportion borne by that Lender's participation in the new Loans to the aggregate amount of those new Loans,

the aggregate amount of the new Loans shall, unless the relevant Borrower or the Company notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan so that:

(A) if the amount of the maturing Loan exceeds the aggregate amount of the new Loans:

(1) the relevant Borrower will only be required to make a payment under Clause 35.1 (*Payments to the Agent*) in an amount in the relevant currency equal to that excess; and

(2) each Lender's participation in the new Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan and that Lender will not be required to make a payment under Clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Loans; and

(B) if the amount of the maturing Loan is equal to or less than the aggregate amount of the new Loans:

(1) the relevant Borrower will not be required to make a payment under Clause 35.1 (*Payments to the Agent*); and

(2) each Lender will be required to make a payment under Clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Loans only to the extent that its participation in the new Loans exceeds that Lender's participation in the maturing Loan and the remainder of that Lender's participation in the new Loans shall be treated as

having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan.

11. ILLEGALITY, VOLUNTARY PREPAYMENT AND CANCELLATION

11.1. Illegality

If, in any applicable jurisdiction, it becomes unlawful, for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Utilisation or it becomes unlawful for any Affiliate of a Lender which is an Ancillary Lender to do so:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Company, each Available Commitment of that Lender will be immediately cancelled; and

(c) to the extent that the Lender's participation has not been transferred pursuant to Clause 41.9 (*Replacement of Lender*), each Borrower shall repay that Lender's participation in the Utilisations made to that Borrower on the last day of the Interest Period for each Utilisation occurring after the Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

11.2. Illegality in Relation to Issuing Bank

If it becomes unlawful for an Issuing Bank to issue or leave outstanding any Letter of Credit or Bank Guarantee:

(a) that Issuing Bank shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Company, the Issuing Bank shall not be obliged to issue any Letter of Credit or Bank Guarantee;

(c) the Company shall procure that the relevant Borrower shall use its reasonable endeavours to procure the release of each Letter of Credit and Bank Guarantee issued by that Issuing Bank and outstanding at such time on or before the date specified by the Issuing Bank in the notice delivered to the Agent (being no earlier than the last day of any grace period permitted by law); and

(d) unless any other Lender is or has become an Issuing Bank under the relevant Facility pursuant to the terms of this Agreement or the Company has procured that an Ancillary Lender issues the relevant Letter of Credit or Bank Guarantee, such Letter of Credit or Bank Guarantee will, subject to the other terms of this Agreement, be issued by the Agent as Issuing Bank upon notification by the Company to the Agent.

11.3. Voluntary Cancellation

The Company may, if it gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of EUR 5,000,000) of an Available Facility. Any cancellation under this paragraph (a) shall reduce the Commitments of the Lenders rateably under that Facility.

11.4. Voluntary Prepayment of Revolving Facility Utilisations

A Borrower to which a Revolving Facility Utilisation has been made may, if it or the Company gives the Agent not less than three Business Days' (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Revolving Facility Utilisation (but if in part, being an amount that reduces the Base Currency Amount of the Revolving Facility Utilisation by a minimum amount of EUR 250,000).

11.5. Right of Cancellation and Repayment in Relation to a Single Lender or Issuing Bank

(a) If:

(i) any sum payable to any Lender by an Obligor is required to be increased under paragraph (c) of Clause 18.2 (*Tax Gross-Up*);

(ii) any Lender or Issuing Bank claims indemnification from the Company or an Obligor under Clause 18.3 (*Tax Indemnity*) or Clause 19.1 (*Increased Costs*);

(iii) any amount payable to any Lender by a French Obligor under a Finance Document is not, or will not be (when the relevant corporate income tax is calculated) treated as a deductible charge or expense for French tax purposes for that Obligor by reason of that amount being (i) paid or accrued to a Lender incorporated, domiciled or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, or (ii) paid to an account opened in the name of or for the benefit of that Lender in a financial institution situated in a Non-Cooperative Jurisdiction; or

(iv) any Lender invokes Clause 16.3 (*Market Disruption*),

the Company may, whilst the circumstance giving rise to the requirement for that increase, indemnification, non-deductability for French tax purposes or invocation continues, give the Agent notice:

(A) (if such circumstances relate to a Lender) of cancellation of the Commitment(s) of that Lender and its intention to procure the repayment of that Lender's participation in the Utilisations; or

(B) (if such circumstances relate to the Issuing Bank) of repayment of any outstanding Letter of Credit or Bank Guarantee issued by it and cancellation of its appointment as an Issuing Bank under this Agreement in relation to any Letters of Credit or Bank Guarantees to be issued in the future.

(b) On receipt of a notice referred to in paragraph (a) above in relation to a Lender, the Available Commitment(s) of that Lender shall be immediately reduced to zero.

(c) On the last day of each Interest Period which ends after the Company has given notice under paragraph (a) above in relation to a Lender (or, if earlier, the date specified by the Company in that notice), each Borrower to which a Utilisation is outstanding shall repay that Lender's participation in that Utilisation together with all interest and other amounts accrued to that Lender under the Finance Documents and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

11.6. Right of Cancellation in Relation to a Defaulting Lender

(a) If any Lender becomes a Defaulting Lender, the Company may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent three Business Days' notice of cancellation of each Available Commitment of that Lender.

(b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

(c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

12. MANDATORY PREPAYMENT AND CANCELLATION

12.1. Exit

(a) Upon the occurrence of a Change of Control:

(i) the Company shall promptly notify the Agent upon becoming aware of that event;

(ii) the Company shall consult with the Lenders for a period of 30 days from the date of receipt of the notice referred to in (i) above (the "**Consultation Period**");

(iii) on the last day of the Consultation Period, each Lender shall be entitled to request (by notice to the Agent) that the Company repays (or procures the repayment of) that Lender's participation in all outstanding Utilisations, and that all Commitments of that Lender are cancelled; and

(iv) the Agent shall promptly notify the Company of all notices received pursuant to paragraph (iii) above and, five Business Days after such notification, the Company shall repay each such Lender's participation in all Utilisations together with all interest and other amounts accrued under the Finance Documents owing to such Lender and all Commitments of that Lender shall be cancelled.

(b) Upon the occurrence of the sale of all or substantially all of the assets of the Group to a third party whether in a single transaction or a series of related transactions, the Facilities will be cancelled and all outstanding Utilisations and Ancillary Outstandings, together with accrued interest, and all other amounts accrued under the Finance Documents, shall become immediately due and payable.

13. RESTRICTIONS

13.1. Notices of cancellation or prepayment

Any notice of cancellation, prepayment, authorisation or other election given by any Party under Clause 11 (*Illegality, Voluntary Prepayment and Cancellation*) shall (subject to the terms of those Clauses) be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment, *provided that*, a notice of voluntary prepayment or cancellation may be conditional and not irrevocable, *provided that*, a Borrower shall within three Business Days of demand, indemnify any Finance Party against any cost, loss or liability incurred by that Finance Party as a result of that notice being revoked and a Utilisation not being prepaid or a Commitment not being cancelled in accordance with that notice.

13.2. Interest and Other Amounts

Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

13.3. Reborrowing of Revolving Facility and Guarantee Facility

Unless a contrary indication appears in this Agreement, any part of the Revolving Facility or any Guarantee Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.

13.4. Prepayment in Accordance with Agreement

No Borrower shall repay or prepay all or any part of the Utilisations or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

13.5. No Reinstatement of Commitments

Subject to Clause 2.2 (*Increase*), Clause 2.3 (*Accordion Increase*) and Clause 2.4 (*Accordion Guarantee Facility*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

13.6. Agent's Receipt of notices

If the Agent receives a notice under Clause 11 (*Illegality, Voluntary Prepayment and Cancellation*), it shall promptly forward a copy of that notice or election to either the Company or the affected Lender, as appropriate.

13.7. Effect of Repayment and Prepayment on Commitments

If all or part of any Lender's participation in a Utilisation under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further Conditions Precedent*)), an amount of that Lender's Commitment (equal to the Base Currency Amount of the amount of the participation which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment.

13.8. Application of Prepayments

Any prepayment of a Utilisation (other than a prepayment pursuant to Clause 11.1 *(Illegality*), Clause 11.5 (*Right of Cancellation and Repayment in Relation to a Single Lender or Issuing Bank*) and Clause 12.1 (*Exit*)) shall be applied *pro rata* to each Lender's participation in that Utilisation.

SECTION 5
COSTS OF UTILISATION

14. INTEREST

14.1. Calculation of Interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) in relation to any Loan in euro, EURIBOR or, in relation to any Loan in a Non-LIBOR Currency, the Benchmark Rate for that currency.

14.2. Payment of Interest

(a) The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six Monthly intervals after the first day of the Interest Period).

(b) If the Compliance Certificate received by the Agent which relates to the relevant Annual Financial Statements shows:

(i) that a higher Margin should have applied during a certain period, then the Company shall (or shall ensure the relevant Borrower shall) promptly pay to the Agent any amounts necessary to put the Agent and the Lenders in the position they would have been in had the appropriate rate of the Margin applied during such period; or

(ii) that a lower Margin should have applied during a certain period, then the amount of interest due on the next interest payment date shall be reduced by the amount necessary to put the Borrowers in the position they would have been in had the appropriate rate of Margin applied during such period,

provided that, any such increase or reduction shall only apply to the extent that any Lender which received the underpayment or overpayment of interest remains a Lender at the date of such adjustment.

14.3. Default Interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue (to the extent permitted under any applicable law and/or regulation) on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 14.3 shall be immediately payable by the Obligor on demand by the Agent.

(b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount (to the extent permitted under any applicable law and/or regulation) during that first Interest Period shall be one per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Subject to paragraph (d) below and for the purpose of Article 317 of the Spanish Commercial Code, default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

(d) Notwithstanding any other provision of this Agreement, the amount of interest on overdue amounts payable by an Italian Borrower under this Agreement shall not be compounded unless in accordance with, and to the extent permitted under, applicable law and regulation.

(e) The default interest referred in this Clause 14.3 will be also considered as the procedural default interest (*interés de mora procesal*) for the purposes set forth in Article 576 of the Spanish Civil Procedural Law.

14.4. Notification of Rates of Interest

(a) The Agent shall promptly notify the relevant Lenders and the relevant Borrower (or the Company) of the determination of a rate of interest under this Agreement.

(b) The Agent shall promptly notify the relevant Borrower (or the Company) of each Funding Rate relating to a Loan.

14.5. Effective Global Rate (*Taux Effectif Global*)

For the purpose of articles L.314-1 to L. 314-5 and R. 314-1 and seq of the French *Code de la consommation* and article L. 313-4 of the French *Code monétaire et financier*, the Parties acknowledge that (i) the effective global rate (*taux effectif global*) calculated on the date of this Agreement or, in respect of an Additional Borrower, on the date of its accession hereto, based on assumptions as to the period rate (*taux de période*) and the period term (*durée de période*) and on the assumption that the interest rate and all other fees, costs or expenses payable under this Agreement will be maintained at their original level throughout the term of this Agreement, is set out in a letter substantially in the form set out in Schedule 21 (*Form of TEG Letter*) from the Agent to each French Borrower and (ii) that letter forms part of this Agreement. Each French Borrower acknowledges receipt of this letter.

14.6. Italian Usury Legislation

Notwithstanding any other provisions of this Agreement, if, at any time, the rate of interest (together with any other remuneration and default rate of interest) in respect of a Loan to any Italian Borrower is deemed to exceed the maximum rate permitted by Italian Law No. 108 of 7 March 1996 as amended, implemented, supplemented or construed from time to time (the "**Italian Usury Legislation**"), then the interest rate applicable to such Loan shall be automatically reduced to the maximum admissible interest rate pursuant to the Italian Usury Legislation, for the period during which it is not possible to apply the interest rate as originally agreed in this Agreement.

15. INTEREST PERIODS

15.1. Selection of Interest Periods and Terms

(a) A Borrower (or the Company on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan.

(b) Subject to this Clause 15, a Borrower (or the Company) may select an Interest Period of one or two weeks, one, two (other than with respect to EURIBOR), three or six Months or any other period agreed between the relevant Borrower (or the Company) and the Agent (acting on the instructions of all the Lenders having a participation in the relevant Loan).

(c) An Interest Period for a Loan shall not extend beyond the Termination Date.

(d) A Loan has one Interest Period only.

(e) Each Interest Period for a Loan shall start on the Utilisation Date.

15.2. Non-Business Days

(a) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

(b) If the Loan is in a Non-LIBOR Currency and there are rules specified as "Business Day Conventions" for that currency in Schedule 20 (*Other Benchmarks*), those rules shall apply to each Interest Period for that Loan.

16. CHANGES TO THE CALCULATION OF INTEREST

16.1. Unavailability of Screen Rate

(a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR or, if applicable, the Benchmark Rate for the Interest Period of a Loan, the applicable EURIBOR or Benchmark Rate shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

(b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR or, if applicable, the Benchmark Rate for:

(i) the currency of a Loan; or

(ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

the applicable EURIBOR or Benchmark Rate shall be the Reference Bank Rate as of the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan.

(c) *Cost of funds:* If paragraph (b) above applies, but no Reference Bank Rate is available for the relevant currency or Interest Period there shall be no EURIBOR or Benchmark Rate for that Loan and Clause 16.4 (*Cost of Funds*) shall apply to that Loan for that Interest Period.

16.2. Calculation of Reference Bank Rate

(a) Subject to paragraph (b) below, if EURIBOR or a Benchmark Rate is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the Specified Time, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

(b) If at or about:

(i) noon on the Quotation Day; or

(ii) in the case of a Benchmark Rate, the time specified in respect of the relevant currency in Schedule 20 (*Other Benchmarks*),

none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period.

16.3. Market Disruption

If before:

(a) close of business in London on the Quotation Day for the relevant Interest Period; or

(b) in the case of a Loan in a Non-LIBOR Currency, the time specified in respect of that currency in Schedule 20 (*Other Benchmarks*),

the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 50 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of EURIBOR or, if applicable, the Benchmark Rate then Clause 16.4 (*Cost of Funds*) shall apply to that Loan for the relevant Interest Period.

16.4. Cost of Funds

(a) If this Clause 16.4 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the date falling five Business Days after the Quotation Day (or, if earlier, on the date falling five Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If this Clause 16.4 applies and the Agent or the Company so requires, the Agent and the Company shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Company, be binding on all Parties.

(d) If this Clause 16.4 applies pursuant to Clause 16.3 (*Market Disruption*) and:

(i) a Lender's Funding Rate is less than, in relation to any Loan in euro, EURIBOR or, in relation to any Loan in a Non-LIBOR Currency, the Benchmark Rate; or

(ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, in relation to a Loan in euro, EURIBOR or, in relation to a Loan in a Non-LIBOR Currency, the Benchmark Rate.

16.5. Notification to Company

If Clause 16.4 (*Cost of Funds*) applies the Agent shall, as soon as is practicable, notify the Company.

16.6. Break Costs

(a) Each Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by that Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

17. FEES

17.1. Commitment Fee

(a) The Company shall pay to the Agent:

(i) (for the account of each Lender under the Revolving Facility) a fee in the Base Currency computed at the rate of 35 per cent. of the applicable Margin in respect of a Loan on that Lender's Available Commitment under the Revolving Facility from and including the Closing Date to and including the last day of the Availability Period applicable to the Revolving Facility; and

(ii) (for the account of each Lender under the relevant Guarantee Facility) a fee in the amount agreed with the Issuing Bank in respect of that Guarantee Facility.

(b) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the relevant Availability Period, on the last day of the relevant Availability Period and (after the Closing Date) on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

(c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment of that Lender for any day on which that Lender is a Defaulting Lender.

17.2. Arrangement Fee

The Company shall pay to the Lenders party to this Agreement on the Closing Date an arrangement fee in the amount and at the times agreed in a Fee Letter.

17.3. Agency Fee

The Company shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

17.4. Security Agent Fee

The Company shall pay to the Security Agent (for its own account) a security agent fee in the amount and at the times agreed in a Fee Letter.

17.5. Fees Payable in Respect of Letters of Credit and Bank Guarantees

(a) Each Borrower shall pay to the Issuing Bank a fronting fee at the rate of 0.125 per cent. per annum or as agreed between the Issuing Bank and the Company at the time of issue of any Letter of Credit on the outstanding amount which is counter-indemnified by the other Lenders of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date.

(b) Each Borrower shall pay to the Agent (for the account of each Lender under the Revolving Facility) a Letter of Credit fee in the Base Currency (computed at the rate equal to the Margin applicable to a Loan) on the outstanding amount of each Letter of Credit requested by it for the period from the issue of that Letter of Credit until its Expiry Date. Subject to paragraph (c) of Clause 7.6 (*Regulation and Consequences of Cash Cover Provided by Borrower*), this fee shall be distributed according to each Lender's L/C Proportion of that Letter of Credit.

(c) Each Borrower shall pay to the Issuing Bank a fee as agreed between the Issuing Bank and such Borrower (or the Company) at the time of issue of any Bank Guarantee on the outstanding amount of each Bank Guarantee requested by it for the period from the issue of that Bank Guarantee until its Expiry Date.

(d) The accrued fees referred to in paragraphs (a), (b) and (c) above shall be payable on the last day of each successive period of three Months (or such shorter period as shall end on the Expiry Date for that Letter of Credit or Bank Guarantee) starting on the date of issue of that Letter of Credit or Bank Guarantee. If the outstanding amount of a Letter of Credit or Bank Guarantee is reduced, any fronting fee and Letter of Credit or Bank Guarantee fee accrued in respect of the amount of that reduction shall be payable on the day that that reduction becomes effective.

(e) If the Company or a Borrower provides cash cover in respect of any Letter of Credit or Bank Guarantee:

(i) the fronting fee payable to the Issuing Bank and (subject to paragraph (c) of Clause 7.6 (*Regulation and Consequences of Cash Cover Provided by Borrower*)) the Letter of Credit or Bank Guarantee fee payable for the account of each Lender shall cease to be payable in respect of the portion cash covered; and

(ii) the Company shall be entitled to withdraw interest on the cash cover.

(f) The Company shall pay to the Issuing Bank (for its own account) an issuance/administration fee in the amount and at the times specified in a Fee Letter, if any.

17.6. Interest, Commission and Fees on Ancillary Facilities

(a) The rate and time of payment of interest, commission, fees and any other remuneration in respect of each Ancillary Facility shall be determined by agreement between the relevant Ancillary Lender (which, in the case of a Fronted Ancillary Facility, shall be the Fronting Ancillary Lender) and the relevant Borrower (or the Company on behalf of that Borrower) based upon normal market rates and terms.

(b) The relevant Borrower shall pay to the Agent (for the account of the relevant Fronting Ancillary Lender) in respect of each Fronted Ancillary Facility, a fronting fee as may be agreed by the relevant Fronting Ancillary Lender on the aggregate amount of that portion of the Fronted Ancillary Facility that is counter-indemnified by each relevant Fronted Ancillary Lender.

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

18. TAX GROSS-UP AND INDEMNITIES

18.1. Definitions

(a) In this Agreement:

(i) "**Australian Lender**" means a Lender which is:

(A) a resident of Australia for tax purposes, not participating in this Agreement through a permanent establishment outside of Australia; or

(B) a non-resident of Australia for tax purposes, participating in this Agreement through a permanent establishment in Australia.

(ii) "**Borrower DTTP Filing**" means an HM Revenue & Customs' Form DTTP2 duly completed and filed by the relevant Borrower incorporated in the United Kingdom, which:

(A) where it relates to a UK Treaty Lender that is an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated in a footnote to that Lender's name in Part II of Schedule 1 (*The Original Parties*), and

(1) where that Borrower is an Original Borrower, is filed with HM Revenue & Customs within 30 days of the date of this Agreement; or

(2) where that Borrower is an Additional Borrower, is filed with HM Revenue & Customs within 30 days of the date on which that Borrower becomes an Additional Borrower; or

(B) where it relates to a UK Treaty Lender that is not an Original Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a Party as a Lender; and

(1) where the Borrower is a Borrower as at the date on which that UK Treaty Lender becomes a Party as a Lender, is filed with HM Revenue & Customs within 30 days of that date; or

(2) where the Borrower is not a Borrower as at the date on which that UK Treaty Lender becomes a Party as a Lender, is filed with HM Revenue & Customs within 30 days of the date on which that Borrower becomes an Additional Borrower.

(iii) "**EU Lender**" means a Lender which is a resident for tax purposes in a member state of the European Union or of the European Economic Area (other than Spain), in each case, either acting directly or through a permanent establishment of such Lender located in a member state of the European Union or of the European Economic Area (other than Spain) to whom interest is paid by a Spanish Tax Borrower but *provided that*:

(A) such Lender is not acting through a country or territory considered a non-cooperative jurisdiction (as defined in the applicable Spanish tax regulations, currently set out in Royal Decree 1080/1991 of 5 July 1991) or through a permanent establishment in Spain or in a country or jurisdiction which is not a member state of the European Union or of the European Economic Area; and

(B) such Lender has supplied the relevant Spanish Tax Borrower before the relevant payment of interest is due or paid (whichever occurs first) with a certificate validly issued by the competent Tax authority of the relevant member state of the European Union or of the European Economic Area evidencing that it is resident in that member state of the European Union or of the European Economic Area for tax purposes, which is dated within the year prior to the relevant payment of interest being due or paid (whichever occurs first) under a Finance Document. For these purposes, if a certificate of tax residence refers to a specific period; such certificate will be deemed valid exclusively for that period.

For clarification purposes, a Lender which is a resident for tax purposes in a member state of the European Economic Area will qualify as a EU Lender as long as Spain has with that state an effective exhange of tax information as defined in first additional disposition of the Law 36/2006, of 29 November, on the measures to prevent tax fraud (*disposición adicional primera de la Ley 36/2006, de 29 de noviembre, de medidas para la prevención del fraude fiscal*).

(iv) "**Gibraltar Borrower**" means eDreams Gibraltar or any other Borrower incorporated in Gibraltar.

(v) "**Italian Lender**" means a Lender which is:

(A) a bank, financial institution or insurance or re-insurance company or Italian undertaking for collective investment scheme (*organismo di investimento collettivo del risparmio italiano*) undertaking duly authorised or licensed to carry out banking or lending activity in Italy pursuant to Legislative Decree No. 385 dated 1 September 1993 or an alternative investment fund established under Directive 2011/61/EU and duly authorised or licensed to carry out lending activity under Legislative Decree No. 58 dated 24 February 1998 that is resident in Italy for Italian tax purposes pursuant to article 73 of Italian Presidential Decree No. 917 of 22 December 1986 not acting for the purposes of the Finance Document through a permanent establishment located outside of Italy; or

(B) a Facility Office qualifying as a permanent establishment in Italy or, in any case, a permanent establishment in Italy of a bank or financial institution duly authorised or licensed to carry out banking or lending activity in Italy pursuant to Legislative Decree No. 385 dated 1 September 1993 for which any payment received under the Finance Documents is business income (in Italian "reddito di impresa") pursuant to article 81, 151 and 152, paragraph 1, of Italian Presidential Decree No. 917 of 22 December 1986; or

(C) a securitization company incorporated under Law 30 April 1999 N. 130 duly authorised or licensed to carry out lending activity within the territory of Italy, and that it is a resident of Italy for tax purposes not acting for the purposes of this Agreement through a permanent establishment located outside of Italy; or

(D) any entity which, according to article 26, paragraph 5-bis of Italian Presidential Decree No. 600 of 29 September 1973, is entitled to and directly receive interest payments without the application of any Tax Deduction.

(vi) "**Protected Party**" means a Finance Party which is or will be subject to any liability or required to make any payment for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

(vii) "**Qualifying Lender**" means:

(A) in respect of a Loan to a French Borrower and in relation to a Tax Deduction in respect of Tax imposed by France, a Lender which:

(1) fulfils the conditions imposed by French law (and provides satisfactory evidence if requested to do so) in order for a payment of interest due from the relevant French Borrower not to be subject to (or, as the case may be, to be exempt from) any Tax Deduction; or

(2) is a Treaty Lender in respect of France;

(B) in respect of a Loan to a Spanish Tax Borrower and in relation to a Tax Deduction in respect of Tax imposed by Spain, a Lender which is beneficially entitled to interest payable to it under a Finance Document and is:

(1) an EU Lender;

(2) a Spanish Lender; or

(3) a Treaty Lender;

(C) in respect of a Loan to a Borrower incorporated in the United Kingdom and in relation to a Tax Deduction in respect of Tax imposed by United Kingdom, a Lender which is:

(1) beneficially entitled (in the case of a UK Treaty Lender, within the meaning of the Relevant Treaty) to interest payable to that Lender in respect of an advance under a Finance Document and is:

(I) a Lender:

(1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of

interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or

(2) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made, and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance;

(II) a Lender which is:

(1) a company resident in the United Kingdom for United Kingdom tax purposes;

(2) a partnership each member of which is (x) a company so resident in the United Kingdom; or (y) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or

(III) a UK Treaty Lender; or

(2) a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Finance Document;

(D) in respect of a Loan to a Luxembourg Borrower and in relation to a Tax Deduction in respect of Tax imposed by Luxembourg, a Lender which:

(1) fulfils the conditions imposed by Luxembourg law (and provides satisfactory evidence if requested to do so) in order for a payment of interest due from the relevant Luxembourg Borrower not to be subject to (or, as the case may be, to be exempt from) any Tax Deduction; or

(2) is a Treaty Lender;

(E) in respect of a Loan to a U.S. Borrower and in relation to a Tax Deduction in respect of Tax imposed by the United States, a Lender which is the beneficial owner of the interest payable to it under a Finance Document and is:

(1) a U.S. Person;

(2) a Treaty Lender;

(3) entitled to an exemption under Section 871(h) or 881(c) of the Code from United States federal withholding Tax with respect to payments of portfolio interest made by a U.S. Borrower;

(4) entitled to an exemption from United States federal withholding Tax because payments made by a U.S. Borrower are effectively connected with the conduct of a trade or business in the United States by that Lender;

(5) entitled to an exemption from United States federal withholding Tax on payments of interest under Section 892 of the Code and the regulations thereunder; or

(6) a Lender that qualifies for a reduced rate of United States federal withholding Tax on interest payments under the United States Spain double taxation treaty,

and in each case, which provides the applicable U.S. Borrower and the Agent a valid Withholding Form establishing its entitlement to a complete exemption from a Tax Deduction, or in the case of (F) a reduced rate of withholding, in respect of Tax imposed by the United States;

(F) in respect of a Loan to an Australian Borrower and in relation to a Tax Deduction in respect of Tax imposed by Australia, a Lender which is:

(1) an Australian Lender;

(2) a Treaty Lender; or

(3) beneficially entitled to receive payments of interest from Australia with a reduced rate of withholding under the double taxation treaty in force between Australia and Spain on the date of such payment and fulfils any conditions which must be fulfilled under such double taxation treaty for the Lender to receive such payments with such a reduced rate of withholding.

(G) in respect of a Loan to a Swedish Borrower and in relation to a Tax Deduction in respect of Tax imposed by Sweden, a Lender which:

(1) fulfils the conditions imposed by Swedish law (and provides satisfactory evidence if requested to do so) in order for a

payment of interest due from the relevant Swedish Borrower not to be subject to (or, as the case may be, to be exempt from) any Tax Deduction; or

(2) is a Treaty Lender; or

(H) (viii) in respect of a Loan to an Italian Borrower and in relation to a Tax Deduction in respect of Tax imposed by Italy, a Lender which:

(1) is an Italian Lender; or

(2) is a Treaty Lender; or

(I) in respect of a Loan to a Gibraltar Borrower and in relation to a Tax Deduction in respect of Tax imposed by Gibraltar, a Lender which:

(1) fulfils the conditions imposed by Gibraltar law (and provides satisfactory evidence if requested to do so) in order for a payment of interest due from the relevant Gibraltar Borrower not to be subject to (or, as the case may be, to be exempt from) any Tax Deduction; or

(2) is a Treaty Lender.

(viii) "**Spanish Lender**" means a Spanish credit entity, a financial credit establishment (*entidad de crédito o establecimiento financiero de crédito*) or a Spanish permanent establishment of a non-Spanish financial entity with which that non-Spanish financial entity's participation in the Loan is effectively connected ,who is entitled to a Spanish withholding tax exemption in full on interest payments under a Finance Document by virtue of the application of:

(A) paragraph (c) of article 61 of the Corporate Income Tax Regulation approved by Royal Decree 634/2015, of 10 July (Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades), as amended or restated; or

(B) the second paragraph of article 8.1 of the Non Resident Income Tax Regulation approved by the Royal Decree 1776/2004 on 30 July 2004 (Real Decreto 1776/2004, de 30 de julio de 2004, por el que se aprueba el Reglamento del Impuesto sobre la Renta de no Residentes), as amended or restated,

and, in the case of each of paragraph (i) and (ii) above, that is registered with the Special Registry of the Bank of Spain; or

(C) the Spanish withholding tax exemption for securitization funds resident in Spain for income tax purposes set out in paragraph (k) of article 61 of the Corporate Income Tax Regulation approved by Royal Decree 634/2015, of 10 July (Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades), as amended or restated.

(ix) "**Spanish Tax Borrower**" means (i) the Company, (ii) eDreams Inc. Sucursal En España, (iii) Vacaciones eDreams, S.L.U., (iv) eDreams International Network, S.L.U., (v) eDreams Gibraltar if is deemed to be tax

resident in Spain in accordance with the United Kingdom and Spain International Agreement on Taxation and the Protection of Financial Interests regarding Gibraltar of 4 March 2019 and (vi) any other Borrower incorporated, organised or tax resident in Spain.

(x) "**Tax Confirmation**" means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

(A) a company resident in the United Kingdom for United Kingdom tax purposes; or

(B) a partnership each member of which is:

(1) a company so resident in the United Kingdom; or

(2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

(xi) "**Tax Credit**" means a credit against, relief or remission for, or repayment of, any Tax.

(xii) "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

(xiii) "**Tax Payment**" means either the increase in a payment made or additional amount paid (as applicable) by an Obligor to a Finance Party under Clause 18.2 (*Tax Gross-Up*) or a payment under Clause 18.3 (*Tax Indemnity*).

(xiv) "**Treaty Lender**" means, in respect of any jurisdiction, a Lender which is beneficially entitled to receive payments of interest from that jurisdiction without a Tax Deduction under a double taxation treaty in force on the date of such payment and fulfils any conditions which must be fulfilled under such double taxation treaty for the Lender to receive payments of interest from that jurisdiction without a Tax Deduction, subject to the completion of any procedural formalities required by the applicable double taxation treaty and domestic legislation and additionally, in respect of Spain, means a Lender which does not carry on a business in Spain through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

(xv) "**UK Non-Bank Lender**" means:

(A) an Original Lender listed as such in Part II of Schedule 1 (*The Original Parties*); and

(B) a Lender which is not an Original Lender and which gives a Tax Confirmation in the documentation which it executes on becoming a Party as a Lender.

(xvi) "**UK Treaty Lender**" means a Lender which:

(A) is treated as a resident of a UK Treaty State for the purposes of the Relevant Treaty;

(B) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and

(C) fulfils any conditions which must be fulfilled under the double taxation agreement for residents of that UK Treaty State to obtain exemption from United Kingdom taxation on interest which relate to the Lender, subject to the completion of procedural formalities.

(xvii) "**UK Treaty State**" means a jurisdiction having a double taxation agreement (a "**Relevant Treaty**") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

(xviii) "**U.S. back-up withholding tax**" means any Tax imposed under Section 3406 of the Code (or any successor provision).

(xix) "**Withholding Form**" means IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP or W-9 (or, in each case, any successor form and, in each case, attached to an IRS Form W-8IMY if required), W-8 IMY (with any required attachments) or any other IRS form by which a person may claim an exemption from or reduction in, a deduction or withholding of U.S. federal income tax (or U.S. backup withholding tax) on interest payments or other amounts payable on a Loan to that person and, in the case of a person claiming an exemption under the "portfolio interest exemption," a statement certifying that such person is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, (B) a "10% shareholder" of the U.S. Borrower within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or (C) a "controlled foreign corporation" that is related to the U.S. Borrower within the meaning of Section 881(c)(3)(C) of the Internal Revenue Code.

(b) Unless a contrary indication appears, in this Clause 18 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

(c) For the avoidance of doubt, all references in this Clause 18 to a Lender shall include an Issuing Bank.

18.2. Tax Gross-Up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) Promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) the Company shall

notify the Agent accordingly. Similarly, a Lender or Issuing Bank shall notify the Agent on becoming so aware in respect of a payment payable to that Lender or Issuing Bank under the Finance Documents. If the Agent receives such notification from a Lender or Issuing Bank it shall notify the Company and any relevant Obligor.

(c)

(i) If a Tax Deduction is required by law to be made by an Obligor (other than an Australian Obligor), the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(ii) If a Tax Deduction is required by law to be made by an Australian Obligor, that Obligor shall pay an additional amount such that (after making any Tax Deduction) the payee will receive an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) A payment shall not be increased under paragraph (c)(i) above and no additional amounts shall be payable under paragraph (c)(ii) above by reason of a Tax Deduction on account of Tax imposed by France (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a French Borrower), Spain (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a Spanish Tax Borrower), the United Kingdom (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a Borrower incorporated in the United Kingdom), Luxembourg (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a Luxembourg Borrower), Sweden (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a Swedish Borrower), Australia (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, an Australian Borrower), the United States (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a U.S. Borrower), or Italy (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, an Italian Borrower), Gibraltar (in respect of payments under a Loan to, or of fees for or other amounts in respect of a Letter of Credit or a Bank Guarantee issued at the request of, a Gibraltar Borrower), if, on the date on which the payment falls due:

(i) in respect of Loans only, the payment could have been made to the relevant Lender without a Tax Deduction if that Lender had been a Qualifying Lender (in respect of the applicable Borrower), but on that date that Lender is not or has ceased to be a Qualifying Lender (in respect of the applicable Borrower) other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or tax treaty for the avoidance of double taxation or any published practice or published concession of any relevant taxing authority;

(ii) in respect of a Loan to a Spanish Tax Borrower and in relation to a Tax Deduction in respect of Tax imposed by Spain, the relevant Lender is a Qualifying Lender (other than a Spanish Lender) and has not complied with its obligations under paragraph (g) below;

(iii) in respect of a Loan to a Borrower incorporated in the United Kingdom and in relation to a Tax Deduction in respect of Tax imposed by the United Kingdom:

(A) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (C)(1)(II) of the definition of Qualifying Lender and:

(1) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Company a certified copy of that Direction; and

(2) the payment could have been made to that Lender without any Tax Deduction if that Direction had not been made;

(B) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (C)(1)(II) of the definition of Qualifying Lender and:

(1) the relevant Lender has not given a Tax Confirmation to the Company; and

(2) the payment could have been made to that Lender without any Tax Deduction if that Lender had given a Tax Confirmation to the Company, on the basis that the Tax Confirmation would have enabled the Company to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or

(C) the relevant Lender is a UK Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to that Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (i)(i) or (i)(ii) (as applicable) or alternatively paragraph (i)(iii) below;

(iv) in respect of a Loan to a French Borrower and in relation to a Tax Deduction in respect of Tax imposed by France:

(A) the relevant Lender is (or, subject to the completion of any necessary procedural formalities, would be eligible to be) a Qualifying Lender and the payment could have been made to that Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (k) below; or

(B) such Tax Deduction is imposed solely because this payment is made to an account opened in the name of or for the benefit of the relevant Lender in a financial institution situated in a Non-Cooperative Jurisdiction.

(v) in respect of a Loan to a Luxembourg Borrower and in relation to a Tax Deduction in respect of Tax imposed by Luxembourg:

(A) the relevant Lender is (or, subject to the completion of any necessary procedural formalities, would be eligible to be) a Qualifying Lender and the payment could have been made to that Lender without the

Tax Deduction had that Lender complied with its obligations under paragraph (k) below; or

(B) the Tax Deduction is due under the amended law dated 23 December 2005 introducing a withholding tax on certain payments made to Luxembourg individual residents;

(vi) in respect of a Loan to a U.S. Borrower and in relation to a Tax Deduction in respect of Tax imposed by the United States, the Lender has not complied with its obligations under paragraph (j) below;

(vii) in respect of a Loan to an Australian Borrower and in relation to a Tax Deduction in respect of Tax imposed by Australia:

(A) such Tax Deduction is imposed because that Borrower has not received written notice of the Finance Party's tax file number or Australian business number or evidence of any exemption that Finance Party may have from the need to advise its tax file number or Australian business number; or

(B) such Tax Deduction is imposed on account of that Borrower receiving a direction under section 255 of the Income Tax Assessment Act 1936 (Cth) or section 260-5 of Schedule 1 of the Taxation Administration Act 1953 (Cth) or any similar law;

(viii) in respect of a Loan to an Australian Borrower and in relation to a Tax Deduction in respect of Tax imposed by Australia, the relevant Lender is (or, subject to the completion of any necessary procedural formalities, would be eligible to be) a Qualifying Lender and the payment could have been made to that Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (k) below;

(ix) in respect of a Loan to an Italian Borrower and in relation to a Tax Deduction in respect of Tax imposed by Italy, the relevant Lender is (or, subject to the completion of any necessary procedural formalities provided for by the Italian law, would be eligible to be) a Qualifying Lender and the payment could have been made to that Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (h) below;

(x) in respect of a Loan to a Swedish Borrower and in relation to a Tax Deduction in respect of Tax imposed by Sweden, the relevant Lender is (or, subject to the completion of any necessary procedural formalities, would be eligible to be) a Qualifying Lender and the payment could have been made to that Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (k) below;

(xi) the payment is subject to a Tax Deduction in respect of U.S. backup withholding tax; or

(xii) the relevant Lender could have reduced or eliminated the Tax Deduction had that Lender complied with its obligations under paragraph (k) below.

(e) If an Obligor is required to make a Tax Deduction, the Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(f) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(g) In respect of a Loan to a Spanish Tax Borrower, each Qualifying Lender which is not resident in Spain for tax purposes shall, as soon as reasonably practicable after the date on which it becomes a Party, but before any payment of interest is due or made, whichever comes first, deliver to the Company through the Agent a certificate of tax residence (or the specific form required under the relevant treaty) duly issued by the competent Tax authorities of its country of residence evidencing such Qualifying Lender as resident for Tax purposes in that country and, in the case of a Treaty Lender for Spanish purposes, accrediting such Treaty Lender as resident in the relevant jurisdiction within the meaning of the double Taxation Treaty ratified by Spain. Each such Qualifying Lender not resident in Spain for tax purposes shall deliver a new certificate of residence each time the existing certificate expires in accordance with the Non-Resident Income Tax Law approved by the Royal Legislative Decree 5/2004, of 5 March 2004. The certificate of residence shall be dated within the year prior to the relevant payment of interest being due or paid (whichever occurs first under a Finance Document). For these purposes, if a certificate of tax residence refers to a specific period, such certificate will be deemed valid exclusively for that period.

(h) In respect of a Loan to an Italian Borrower, each Qualifying Lender (other than an Italian Lender described in sub-paragraph (i) or (ii) of the definition of Italian Lender) shall, as soon as reasonably practicable after the date on which it becomes a Party, but before any payment of interest under a Loan deliver, as applicable, to the relevant Italian Borrower through the Agent any Affidavit or, upon written request by an Italian Borrower, a Self-Declaration Form. Each such Qualifying Lender (other than an Italian Lender described in sub-paragraph (i) or (ii) of the definition of Italian Lender) shall, at the written request of the Agent or the relevant Italian Borrower, deliver a new form each time the existing form expires and/or, in any case and as soon as reasonably practicable, whenever there is a change in such Qualifying Lender's status.

(i) In respect of a Loan to a Borrower incorporated in the United Kingdom:

(i) Subject to sub-paragraph (ii) below, a UK Treaty Lender and each Obligor which makes a payment to which that UK Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make the payment without a Tax Deduction (any such procedural formalities to be notified by such UK Treaty Lender to each such Obligor).

(ii)

(A) A UK Treaty Lender which is an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Part II of Schedule 1 (*The Original* Parties); and

(B) a UK Treaty Lender which is not an Original Lender and that holds a passport under the HMRC DT Treaty Passport scheme, and which

wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Lender,

and, having done so, that Lender shall be under no obligation pursuant to sub-(i) above.

(iii) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with sub-paragraph (i)(ii) above and:

(A) a Borrower incorporated in the United Kingdom making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or

(B) a Borrower incorporated in the United Kingdom making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:

(1) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;

(2) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or

(3) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked or expired,

and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisations to make that payment without a Tax Deduction (any such procedural formalities to be notified by such UK Treaty Lender to such Borrower).

(iv) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with sub-paragraph (ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Utilisation unless the Lender otherwise agrees.

(v) A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.

(vi) A UK Non-Bank Lender which is an Original Lender gives a Tax Confirmation to the Company by entering into this Agreement.

(vii) A UK Non-Bank Lender shall promptly notify the Company and the Agent if there is any change in the position from that set out in the Tax Confirmation.

(j) In respect of a Loan to a U.S. Borrower:

(i) A Qualifying Lender and each U.S. Borrower which makes a payment to which that Qualifying Lender is entitled shall co-operate in completing any filing or procedural formalities necessary for that Lender to obtain any exemption from, or reduction in, any Tax Deduction with respect to that payment.

(ii) Without limiting the foregoing, each Lender shall deliver a signed copy of the relevant Withholding Form to the Company, the Agent and the relevant U.S. Borrower, as soon as reasonably practicable after:

(A) the date on which it becomes a Party to this Agreement, but in any event prior to the making of any payment; and

(B) following receipt of a reasonable written request for the same from the Company, a U.S. Borrower or the Agent.

(iii) Each Qualifying Lender agrees that if any Withholding Form it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such Withholding Form or promptly notify the relevant U.S. Borrower and the Agent in writing of its legal inability to do so.

(k) Except to the extent the completion of any filing or procedural formalities is already provided for in the paragraphs above, each Lender and the relevant Obligor which makes a payment in respect of a Loan or of fees or other amounts in respect of a Letter of Credit or a Bank Guarantee shall co-operate in completing any filing or procedural formalities (including, in relation to a Letter of Credit or a Bank Guarantee to an Italian Borrower, by providing a Self-Statement Form, an Affidavit or any other required form) necessary for that Lender to obtain any exemption from, or reduction in, any Tax Deduction. In particular, and without limiting the foregoing, each Lender shall deliver to the Agent, the Company and the relevant Obligor any forms required in order to reduce or eliminate any Tax Deduction as soon as reasonably practicable after (i) the date on which it becomes a Party to this Agreement, but in any event prior to the making of any payment, and (ii) following receipt of a reasonable written request for the same from the Agent, the Company or the relevant Obligor. Each Lender agrees that if any form it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or promptly notify the Agent, the Company and the relevant Obligor on its legal inability to do so.

(l) The Agent, to the extent it is legally able to, shall provide any form necessary in order to claim any exemption from, or reduction in, any Tax Deduction from payments in respect of a Loan or of fees or other amounts in respect of a Letter of Credit or a Bank Guarantee which are received in its capacity as an Agent for the Lenders (including, without limitation, an IRS Form W-8IMY(with required attachments)).

18.3. Tax Indemnity

(a) The Company shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

(b) Paragraph (a) above shall not apply:

(i) with respect to any Tax assessed on a Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office or permanent establishment is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under Clause 18.2 (*Tax Gross-Up*); or

(B) would have been compensated for by an increased payment under Clause 18.2 (*Tax Gross-Up*), but was not so compensated solely because one or more of the exclusions in (d) of Clause 18.2 (*Tax Gross-Up*); or

(C) relates to a FATCA Deduction required to be made by a Party.

(c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Company.

(d) A Protected Party shall, on receiving a payment from the Company under this Clause 18.3, notify the Agent.

18.4. Tax Credit

(a) If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(i) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment, or to a Tax Deduction in consequence of which that Tax Payment was required; and

(ii) that Finance Party has obtained and utilised that Tax Credit,

(b) the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

18.5. Lender Status Confirmation

(a) Each Lender which is not an Original Lender shall indicate, in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Agent and without liability to any Obligor, with respect to any Borrower, which of the following categories it falls in:

(i) in respect of a Loan to an Australian Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender.

(ii) in respect of a Loan to a French Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender;

(iii) in respect of a Loan to an Italian Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender;

(iv) in respect of a Loan to a Luxembourg Borrower:

(A) not a Qualifying Lender; or

(B) a Qualifying Lender;

(v) in respect of a Loan to a Spanish Tax Borrower:

(A) not a Qualifying Lender;

(B) an EU Lender;

(C) a Spanish Lender; or

(D) a Treaty Lender;

(vi) in respect of a Loan to a Swedish Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender;

(vii) in respect of a Loan to a Borrower incorporated in the United Kingdom:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a UK Treaty Lender); or

(C) a UK Treaty Lender;

(viii) in respect of a Loan to a U.S. Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender; and

(ix) in respect of a Loan to a Gibraltar Borrower:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender.

(b) If such a Lender fails to indicate its status in accordance with paragraph (a) above then that Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 18.5.

(c) Such New Lender, Increase Lender or Accordion Increase Lender shall also specify, in the Transfer Certificate, Assignment Agreement, Increase Confirmation or Accordion Increase Confirmation which it executes upon becoming a Party, whether it is incorporated or acting through a Facility Office situated in a Non-Cooperative Jurisdiction. For the avoidance of doubt, a Transfer Certificate, Assignment Agreement, Increase Confirmation or Accordion Increase Confirmation shall not be invalidated by any failure of a Lender to comply with this paragraph (c).

18.6. Stamp Taxes

(a) The Company shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to, or in connection with, all stamp duty, registration and other similar Taxes at any time due, payable or assessed in respect of any Finance Document, a Facility or a Loan except, for the avoidance of doubt, any Tax payable in connection with the transfer or assignment by a Finance Party of its rights and obligations under the Finance Documents.

(b) The Company shall not be liable to pay any Luxembourg registration duties due to a registration of the Finance Documents in Luxembourg when such registration is not required to maintain, preserve, establish or enforce the rights of a Finance Party under a Finance Document, except where such registration duties are the result of the independent action of the Company.

18.7. VAT

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which may be chargeable on such supply or supplies, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that Party shall pay to the Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT or, where such Party is required to account to the relevant tax authority for the VAT, directly account for such VAT at the appropriate rate under any applicable reverse charge procedure of the jurisdiction in which such Party receives such supply (and such Finance Party shall promptly provide an appropriate VAT invoice to such Party).

If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Subject Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration), the Subject Party shall also pay to the Supplier (if the Supplier is required to account for VAT) or the Recipient (if the Recipient is required to account for VAT) (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT), PROVIDED THAT the right of the Supplier to charge any amount in respect of Australian VAT is subject to it issuing an appropriate tax invoice or adjustment note to the Recipient (save where the Recipient is required to issue the tax invoice or adjustment note).

(b) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(c) Any reference in this Clause 18.7 to any Party will, at any time when that Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply, or (as appropriate) receiving the supply, under the grouping rules (as provided for in Article 11 of Council Directive 2006/112/EC or as implemented and interpreted by Member States).

(d) If VAT is chargeable on any supply made by a Finance Party to any Party under a Finance Document and if reasonably requested by the Finance Party, the Party shall promptly give the Finance Party details of its VAT registration number and any other information as is reasonably requested in connection with the Finance Party's reporting requirements for the supply.

18.8. FATCA Information

(a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its FATCA status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

(e) If a Borrower is a U.S. Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten Business Days of:

(i) where an Original Borrower is a U.S. Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;

(ii) where a Borrower is a U.S. Tax Obligor on a date on which any other Lender becomes a Party as a Lender, that date;

(iii) the date a new U.S. Tax Obligor accedes as a Borrower; or

(iv) where a Borrower is not a U.S. Tax Obligor, the date of a request from the Agent,

supply to the Agent:

(A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or

(B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

(f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the relevant Borrower.

(g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any

such updated withholding certificate, withholding statement, document, authorisation or waiver to the relevant Borrower.

(h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

18.9. FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Company, the Agent and the other Finance Parties.

19. INCREASED COSTS

19.1. Increased Costs

(a) Subject to Clause 19.3 (*Exceptions*) the Company shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Agreement;

(ii) compliance with any law or regulation made after the date of this Agreement; or

(iii) the implementation or application of, or compliance with, Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) In this Agreement:

(i) "**Increased Costs**" means:

(A) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or an Ancillary Commitment (including any Fronted Ancillary Commitment or any Fronting Ancillary Commitment) or funding or performing its obligations under any Finance Document or Letter of Credit or Bank Guarantee;

(ii) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated; and

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011 as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III"; and

(iii) "**CRD IV**" means EU CRD IV and UK CRD IV.

(iv) "**EU CRD IV**" means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(v) "**UK CRD IV**" means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**Withdrawal Act**");

(B) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC and its implementing measures; and

(C) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act.

19.2. Increased Cost Claims

(a) A Finance Party intending to make a claim pursuant to Clause 19.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Company.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

19.3. Exceptions

(a) Clause 19.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 18.3 (*Tax Indemnity*) (or would have been compensated for under Clause 18.3 (*Tax Indemnity*), but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 18.3 (*Tax Indemnity*) applied);

(iv) attributable to the negligence or the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation; or

(v) attributable to the implementation or application of or compliance with the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement (but excluding any amendment arising out of Basel III or CRD IV) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

(b) In this Clause 19.3 reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 18.1 (*Definitions*).

20. OTHER INDEMNITIES

20.1. Currency Indemnity

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First

Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

20.2. Other Indemnities

The Company shall (or shall procure that an Obligor will), within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by it as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 34 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in a Utilisation requested by the Company or a Borrower in a Utilisation Request, but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) issuing or making arrangements to issue a Letter of Credit or Bank Guarantee requested by the Company or a Borrower in a Utilisation Request, but not issued by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or

(e) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Company.

20.3. Indemnity to the Agent

The Company shall (or shall procure that an Obligor will) within five Business Days of demand, indemnify the Agent against:

(a) any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement, *provided that*, such instruction has been authorised by the Company and subject to any agreed caps on legal and other fees; and

(b) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct or deliberate breach of the terms of this Agreement) (or, in the case of any cost, loss or liability pursuant to Clause 35.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever, but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents.

21. MITIGATION BY THE LENDERS

21.1. Mitigation

(a) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 11.1 (*Illegality*) (or, in respect of the Issuing Bank, Clause 11.2 (*Illegality in Relation to Issuing Bank*)), Clause 18 (*Tax Gross-Up and Indemnities*) or Clause 19 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

21.2. Limitation of Liability

(a) The Company shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 21.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 21.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

22. COSTS AND EXPENSES

22.1. Transaction Expenses

Subject to any agreed caps, the Company shall within thirty days of demand pay the Agent, the Arranger, the Issuing Bank and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication (if any but only to the extent incurred prior to the Closing Date) and perfection of:

(a) this Agreement and any other documents referred to in this Agreement;

(b) the Transaction Security; and

(c) any other Finance Documents executed after the date of this Agreement.

22.2. Amendment Costs

If:

(a) an Obligor requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to Clause 35.10 (*Change of Currency*),

the Company shall, within thirty Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) (subject to any agreed caps) reasonably incurred by the Agent and the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

22.3. Enforcement and Preservation Costs

The Company shall, within five Business Days of demand, pay to the Agent and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under any Finance Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights (other than any arising by reason of the Security Agent's gross negligence or wilful default).

SECTION 7
GUARANTEE

23. GUARANTEE AND INDEMNITY

23.1. Guarantee and Indemnity

Each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents (including, without limitation, all amounts which, but for any U.S. Debtor Relief Law, would become due and payable and all interest accruing after the commencement of any proceeding under a U.S. Debtor Relief Law at the rate provided for in the relevant Finance Document, whether or not allowed in any such proceeding);

(b) undertakes with each Finance Party that:

(i) whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand by the Finance Party pay that amount as if it was the principal obligor; and

(ii) if an Ipso Facto Event has occurred and is continuing, then immediately on demand by the Agent that Guarantor shall pay all Loans, accrued interest and other amounts referred to in Clause 28.10 *(Acceleration and/or Other Remedies)* as if it was the principal obligor; and

(c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 23 if the amount claimed had been recoverable on the basis of a guarantee,

subject in each case to any limitations referred to in Clause 23.11 (*Guarantee Limitations*) or in any Accession Deed by which such Guarantor becomes a Party. Notwithstanding anything to the contrary herein, upon any Automatic Acceleration Event, any presentment, demand, protest, or notice of any kind required by the foregoing clauses are expressly waived by the relevant U.S. Guarantor.

23.2. Continuing guarantee

This guarantee and indemnity is independent and separate from the obligations of any Obligor (and, consequently, the guarantee granted by any Spanish Guarantor under this Agreement will in no event be construed or configured as a Spanish "*fianza*" for the purposes of article 1,822 seq of the Spanish Civil Code) and is a continuing guarantee which will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

23.3. Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in

part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 23 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

23.4. Waiver of Defences

The obligations of each Guarantor under this Clause 23 will not be affected by an act, omission, matter or thing which, but for this Clause 23, would reduce, release or prejudice any of its obligations under this Clause 23 (without limitation and whether or not known to it or any Finance Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings, but without limitation, the Parties agree that the obligations under this Clause 23 will not be affected by any action made under the Additional Section 4 (*Disposición Adicional Cuarta*) of the Spanish Insolvency Law in relation to any other Obligor. For the purposes of article 135 of the Spanish Insolvency Law, the obligations of each Spanish Guarantor under this Agreement *vis-á-vis* each Finance Party shall be governed by the terms of this Agreement at any time such that each Spanish Guarantor's obligations pursuant to this Clause 23 shall not be affected in any way by the settlement agreement that may be agreed in the insolvency proceedings of any other Obligor (nor shall they be deemed amended as a consequence of the approval of that settlement agreement) that each of the Finance Parties has approved or acceded to or irrespective of the fact that any such Finance Party has not approved or acceded to, that settlement agreement.

23.5. Guarantor intent

Without prejudice to the generality of Clause 23.4 (*Waiver of Defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working

capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

23.6. Immediate Recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 23. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

23.7. Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 23 in discharge of that liability or any other liability of an Obligor and claim or prove against anyone in respect of the full amount owing by the Obligors.

23.8. Deferral of Guarantors' Rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 23:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 23.1 (*Guarantee and Indemnity*);

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 35 (*Payment Mechanics*).

23.9. Release of Guarantors' Right of Contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

23.10. Additional Security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

23.11. Guarantee Limitations

(a) *Limitations on English Guarantors*

In respect of each English Guarantor, the guarantee and indemnity in this Clause 23 shall not apply to the extent that it would result in such guarantee or indemnity constituting unlawful financial assistance within the meaning of Section 678 or 679 of the Companies Act 2006.

(b) *Limitations on Luxembourg Guarantors*

(i) Notwithstanding anything to the contrary contained in this Agreement or any other Finance Document, the guarantee granted by any Luxembourg Guarantor under this Clause 23 shall be limited at any time to an aggregate amount not exceeding the higher of:

(A) 95% of such Luxembourg Guarantor's *capitaux propres* (as referred to in article 34 of the Luxembourg law dated 19 December 2002 on the commercial register and annual accounts, as amended (the "**2002 Law**"), and as implemented by the Grand-Ducal regulation dated 18 December 2015 setting out the form and the content of the presentation of the balance sheet and profit and loss account (the "**Regulation**")) determined as at the date on which a demand is made under the guarantee, increased by the amount of any Intra-Group Liabilities (as defined below); and

(B) 95% of such Luxembourg Guarantor's *capitaux propres* (as referred to in article 34 of the 2002 Law) determined as at the date of this Agreement, increased by the amount of any Intra-Group Liabilities.

(ii) The amount of the *capitaux propres* under this Clause shall be (a) determined by an independent auditor (*réviseur d'entreprises agréé*) or an independent reputable investment bank appointed by the Agent on the costs and expenses of the relevant Luxembourg Guarantor and (b) adjusted (by derogation to the rules contained in the 2002 Law and the Regulation) to take into account the fair value rather than book value of the assets of the Luxembourg Guarantor.

(iii) For the purpose of this Clause, "**Intra-Group Liabilities**" shall mean any amounts owed by the Luxembourg Guarantor to any other member of the Group and that have not been financed (directly or indirectly) by a borrowing under the Finance Documents.

(iv) The above limitation shall not apply:

(A) in respect of any amounts due under the Finance Documents by an Obligor which is a direct or indirect subsidiary of that Luxembourg Guarantor;

(B) in respect of any amounts due under the Finance Documents by an Obligor which is not a direct or indirect subsidiary of that Luxembourg Guarantor and which have been on-lent to or made available by whatever means, directly or indirectly, to that Luxembourg Guarantor or any of its direct or indirect subsidiaries.

The amounts due by each Luxembourg Guarantor under this Clause 23 shall be reduced by any amount paid by such Luxembourg Guarantor under the Senior Secured Note Documents.

(c) *Limitations on French Guarantors*

(i) The obligations and liabilities of any French Guarantor under the Finance Documents and in particular under this Clause 23 shall not include any obligation or liability which, if incurred, would constitute the provision of financial assistance within the meaning of article L.225-216 of the French *Code de Commerce* and/or would constitute a misuse of corporate assets within the meaning of articles L.241-3 or L.244-1 of the French *Code de Commerce* or any other law or regulation having the same effect, as interpreted by French courts and/or would infringe article L. 511-7 of the French *Code monétaire et financier*.

(ii) The obligations and liabilities of each French Guarantor under the Finance Documents and in particular under this Clause 23 for the obligations under the Finance Documents of any other Obligor which is not a Subsidiary of such French Guarantor shall be limited, at any time to an amount equal to the aggregate of all amounts directly or indirectly borrowed under this Agreement by such other Obligor to the extent directly or indirectly on-lent to such French Guarantor and/or its Subsidiaries under intercompany loan agreements and outstanding at the date a payment is to be made by such French Guarantor under the Finance Documents and under this Clause 23; it being specified that any payment made by a French Guarantor under the Finance Documents and under this Clause 23 in respect of the obligations of

such Obligor shall reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Guarantor under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the French Guarantor shall reduce *pro tanto* the amount payable under the Finance Documents and under this Clause 23.

(iii) The obligations and liabilities of each French Guarantor under this Clause 23 for the obligations under the Finance Documents of any other Obligor which is its Subsidiary shall not be limited and shall therefore cover all amounts due by such Obligor as Borrower and/or as Guarantor. However, where such Subsidiary is itself a Guarantor which guarantees the obligations of a member of the Group which is not a Subsidiary of the relevant French Guarantor, the amounts payable by such French Guarantor under this paragraph (c)(iii) in respect of the obligations of this Subsidiary as Guarantor, shall be limited as set out in paragraph (ii) above.

(iv) It is acknowledged that no French Guarantor is acting jointly and severally with the other Guarantors and no French Guarantor shall therefore be considered as "*co-débiteur solidaire*" as to its obligations pursuant to the guarantee given pursuant to this Clause 23.

For the purpose of paragraphs (ii)(iii) and (iii) above "Subsidiary" means, in relation to any company, another company which is controlled by it within the meaning of article L.233-3 of the French *Code de commerce.*

(d) *Limitations on Italian Guarantors*

(i) The obligations of each Italian Guarantor under this Clause 23 in respect of the obligations of any Obligor which is not a subsidiary of such Italian Guarantor pursuant to paragraph 1, no 1) and 2) of article 2359 of the Italian Civil Code shall not exceed an amount equal to the aggregate of:

(A) the highest exposure reached (i.e. the highest maximum amount drawn and outstanding) at any time (notwithstanding any subsequent repayment) by that Italian Guarantor under the Facilities (or any of its direct or indirect subsidiaries - pursuant to paragraph 1, no 1) and 2) of article 2359 of the Italian Civil Code – as Borrower) as Borrower under this Agreement; and

(B) the highest exposure reached (i.e. the highest maximum amount drawn and outstanding) at any time (notwithstanding any subsequent repayment) by that Italian Guarantor (or any of its direct or indirect subsidiaries pursuant to article 2359 of the Italian Civil Code) under any loan or other financial support in any form (including, but not limited to, guarantees, letters of credit and any other form of Financial Indebtedness) advanced and/or made available by any Obligor after the date of this Agreement with funds deriving directly or indirectly from any Loan advanced to that Obligor.

(ii) Notwithstanding any provisions to the contrary in the Finance Documents, including but not limited to Clause 23.8 (*Deferral of Guarantors' Rights*), each Italian Guarantor shall be entitled to set-off its obligations relating to a loan and/or financial support received by any Obligor against the claims of recourse or subrogation ("*regresso*" or "*surrogazione*") against that Obligor arising as a result of any payment of the obligations of that Obligor made by that Italian Guarantor under this Clause 23.

(iii) Without prejudice to paragraph (i) above, pursuant to article 1938 of the Italian Civil Code, the maximum amount that any Italian Guarantor may be required to pay in respect of its obligations as Guarantor under this Agreement shall not exceed € 277,500,000.00 (or its equivalent in any other currency).

(iv) In addition, notwithstanding any provision to the contrary under this Agreement or any other Finance Document, each Italian Guarantor under this Clause 23 shall not guarantee any amount due by any Obligor used, directly or indirectly, towards the financing and/or refinancing of the acquisition of the shares and/or quota, as the case may be, of such Italian Guarantor (or of any entity directly or indirectly controlling such Italian Guarantor) and, in any case, the guaranteeing of which would breach the prohibition of financial assistance as defined in article 2358 or, as the case may be, article 2474 of the Italian Civil Code.

(e) *Limitations on Spanish Guarantors*

The obligations of any Spanish Guarantor under this Clause 23 or any other provision of this Agreement and any other Finance Documents shall not include and shall not extend to any obligations or amounts that would render such obligations in contravention of Section 150, with respect to public limited companies (*sociedades anónimas*), or Section 143.2, with respect to private limited companies (*sociedades limitadas*), of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*). In particular, no Spanish Guarantor may, in any case, secure, guarantee or grant any type of financial assistance as regards any payment, prepayment, repayment or reimbursement obligations derived from any Finance Document used or that may be used for the purposes of payment of debt used to acquire, or refinance the acquisition of, any of the shares in that Spanish Guarantor and/or the shares of its controlling company (in the sense of Section 150 of the Spanish Companies Act with respect to a Spanish Guarantor incorporated as a *sociedad anónima*), acquire any of the shares in that Spanish Guarantor and/or the shares of any company of the group of that Spanish Guarantor (in the sense of Section 143.2 of the Spanish Companies Act with respect to a Spanish Guarantor incorporated as a *sociedad limitada*) or payment of any costs or transaction expenses related to or paying the purchase price for such acquisition.

(f) *Limitations on Swedish Guarantors*

Notwithstanding anything to the contrary herein, the obligations and liabilities of any Obligor incorporated in Sweden (the "**Swedish Obligor**") under this Clause 23 and/or in relation to any indemnity and/or any obligation to pay any cost or expenses of any other member of the Group (other than a wholly owned Subsidiary of that Swedish Obligor) under the Finance Documents (together the "**Indemnified Obligations**") shall be limited, if (and only if) required by the provisions of the Swedish Companies Act (Sw. *Aktiebolagslagen (2005: 551)*) (the "**Swedish Companies Act**") regulating unlawful distribution of assets within the meaning of Chapter 17, Sections 1-4 (or its equivalent from time to time) and it is understood that any obligation and/or liability of any Swedish Obligor to discharge any Indemnified Obligations only applies to the extent permitted by the abovementioned provisions of the Swedish Companies Act.

(g) *Limitations on U.S. Guarantors and CFCs*

(i) Notwithstanding any term or provision of this Clause 23 or any other term in this Agreement or any other Finance Document, the maximum aggregate

amount of the obligations for which any U.S. Guarantor shall be liable under this Agreement or any other Finance Document shall in no event exceed an amount equal to the largest amount that would not render such U.S. Guarantor's obligations under this Agreement held or determined to be void, voidable, invalid or unenforceable or subject to avoidance under applicable U.S. Debtor Relief Laws.

(ii) Notwithstanding any term or provision of this Clause 23 or any other term in this Agreement or any other Finance Document, no member of the Group that is a CFC or CFC Holdco will have any obligation or liability, directly or indirectly, as guarantor or otherwise under this Agreement or any other Finance Document with respect to any obligation or liability arising under any Finance Document of any U.S. Borrower, if such obligation or liability would cause or result in any "deemed dividend" to any U.S. Borrower or any other Subsidiary of the Company that is a U.S. Person pursuant to section 956 of the Code.

(h) *Limitations on Gibraltar Guarantor*

In respect of any Gibraltar Guarantor, no obligations and liabilities of such Gibraltar Guarantor under the guarantee and indemnity provisions in this Clause 23 will extend to include any obligation or liability that would constitute financial assistance within the meaning of section 100 of the Companies Act 2014 of Gibraltar.

SECTION 8
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

24. REPRESENTATIONS

24.1. General

Each Obligor makes the representations and warranties set out in this Clause 24 to each Finance Party (save for (a) the representations and warranties in Clause 24.11 (*No Misleading Information*), Clause 24.12 (*Original Financial Statements*) and Clause 24.19 (*Ranking*) to Clause 24.21 (*Share Charge*) which shall be made by the Company only, (b) the representations and warranties in Clause 24.24 (*Centre of Main Interests and Establishments*) which shall be made by the Company and the direct Subsidiary of the Company at the relevant time only and (c) the representations and warranties in Clause 24.25) (*ERISA and Multiemployer Plans*) to Clause 24.27 (*Investment Companies*) which shall be made by any U.S. Obligor only).

Status, authorisations and governing law

24.2. Status

(a) It is a limited liability corporation, limited liability company or partnership with limited liability, duly incorporated or, in the case of a partnership, established and validly existing under the law of its Original Jurisdiction or any other jurisdiction of incorporation or organisation permitted pursuant to a Permitted Transaction.

(b) It and each of its Subsidiaries which is a Material Company has the power to own its assets and carry on its business in all material respects as it is being conducted.

24.3. Binding Obligations

Subject to the Legal Reservations:

(a) and, in the case of this Agreement or any other Finance Document, any notarisation in Spain necessary for its validity or enforceability, the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of paragraph (a) above), each Transaction Security Document to which it is a party creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective subject to any Perfection Requirements.

24.4. Non-Conflict with other Obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party and, if applicable, the granting of the Transaction Security by it do not conflict with:

(a) any law or regulation applicable to it;

(b) its or any Material Company's constitutional documents; or

(c) any agreement or instrument binding upon it or any Material Company or any of its or any Material Company's assets or constitute a default or termination event (however described) under any such agreement or instrument, in any such case to an extent or in a manner which has or could reasonably be expected to have a Material

Adverse Effect (which for the purposes of this paragraph (c) only shall include a material adverse effect on the validity or enforceability of or the rights and remedies of any Finance Party under any of the Finance Documents).

24.5. Power and Authority

It has the power to enter into, perform and deliver, and has taken (or will take prior to entering into such document), all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.

24.6. Validity and Admissibility in Evidence

(a) Subject to the Legal Reservations (and, in the case of the Transaction Security Documents, to any Perfection Requirements) all Authorisations required:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and

(ii) to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdiction,

have been obtained or effected and are in full force and effect.

(b) All Authorisations necessary for the conduct of its business, trade and ordinary activities are in full force and effect and it has not received any notification of nor is it aware of their suspension or withdrawal where, in any such case, failure to have any such Authorisation in full force and effect has or could reasonably be expected to have a Material Adverse Effect.

24.7. Governing Law and Enforcement

Subject to the Legal Reservations:

(a) the choice of governing law of the Finance Documents will be recognised and enforced in its Relevant Jurisdiction; and

(b) any judgment obtained in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdiction, subject to compliance with applicable procedural requirements.

No default or tax liability

24.8. No Filing or Stamp Taxes

Subject to the Legal Reservations and excluding any filing, recording, or enrolling or any stamp, registration, notarial or similar Taxes or fees referred to in any Legal Opinion, under the laws of its Relevant Jurisdiction it is not necessary that any Finance Document to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents to which it is a party or the transactions contemplated by those Finance Documents, except that:

(a) in the case of Luxembourg, such Finance Document is (i) voluntary presented to the registration formalities in Luxembourg or (ii) deposited in the minutes of a notary or (iii) appended to a document that requires mandatory registration in Luxembourg, and

which results in a registration duty (droit d'enregistrement) being due, the amount of which will depend on the nature of the Finance Document to be registered; and

(b) in the case of Spain, judicial duties due to the enforcement or other procedures carried out before Spanish judicial courts.

24.9. No Default

(a) No Event of Default and, on the date of this Agreement and the Closing Date, no Default is continuing or is reasonably likely to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or any Material Company or to which its (or any Material Company's) assets are subject and which has or is reasonably likely to have a Material Adverse Effect.

24.10. Taxation

(a) It is not (and none of its Subsidiaries is) materially overdue in the filing of any Tax returns where late filing has or could reasonably be expected to have a Material Adverse Effect and it is not (and none of its Subsidiaries is) overdue in the payment of any amount in respect of Tax (whether or not shown on any Tax return) the non-payment of which would have a Material Adverse Effect.

(b) No claims or investigations are being, or are reasonably likely to be, made or conducted against it (or any of its Subsidiaries) with respect to Taxes such that a liability of, or claim against, any member of the Group which would have a Material Adverse Effect is reasonably likely to arise.

(c) Each Borrower is resident for Tax purposes only in (i) its Original Jurisdiction, (ii) the Original Jurisdiction of any other Borrower and/or (iii) if it has changed its jurisdiction of incorporation or organisation to the extent permitted pursuant to a Permitted Transaction, such other jurisdiction of incorporation or organisation (each a "**Permitted Tax Jurisdiction**"). For the avoidance of doubt, a Borrower may be resident for Tax purposes in more than one Permitted Tax Jurisdiction and may terminate its tax residency in any Permitted Tax Jurisdiction from time to time.

Provision of information – general

24.11. No Misleading Information

Save as disclosed in writing to the Agent or the Arranger prior to the date of this Agreement all written factual information relating to the Group, its assets or its business provided by any member of the Group (including its advisers) to the Agent or the Arranger in connection with the Finance Documents was true, complete and accurate in all material respects as at the date it was provided and at the date provided was not misleading in any material respect.

24.12. Original Financial Statements

(a) The Company's Original Financial Statements were prepared in accordance with GAAP consistently applied.

(b) The Company's audited Original Financial Statements fairly present in all material respects its consolidated financial condition and its results of operations during the relevant financial year.

(c) There has been no material adverse change in the consolidated business or financial condition of the Group since the date of the Company's Original Financial Statements.

(d) The Company's most recent financial statements delivered pursuant to Clause 25.1 (*Financial Statements*):

(i) have been prepared in accordance with (or in the case of quarterly accounts on a basis consistent with) GAAP; and

(ii) fairly represent in all material respects (having regard to the fact that financial statements which are not audited are prepared for management purposes) its consolidated financial condition as at the end of, and its consolidated results of operations for, the period to which they relate (to the extent appropriate for management accounts).

24.13. Accounting Reference Date

The Accounting Reference Date of the Company is 31 March.

No proceedings or breach of laws

24.14. No Proceedings

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which are reasonably likely to be adversely determined and, if so if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it or any Material Company.

24.15. No Breach of Laws

(a) It has not breached any law or regulation which breach has or could reasonably be expected to have a Material Adverse Effect.

(b) No labour disputes are current or, to the best of the Company's or any Obligor's knowledge and belief (having made due and careful enquiry), threatened in writing against any member of the Group which have or could reasonably be expected to have a Material Adverse Effect.

24.16. Environmental Laws

(a) No member of the Group is in breach of any Environmental Law where such breach has or could reasonably be expected to have a Material Adverse Effect.

(b) To the best of the Company's or any Obligor's knowledge and belief, no Environmental Claim has been commenced or threatened in writing against any member of the Group which is reasonably likely to be adversely determined and if so adversely determined would have or could reasonably be likely to have a Material Adverse Effect.

24.17. Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws

(a) So far as the Company or any Obligor is aware, each member of the Group and its respective directors and officers have conducted the business of such member of the Group in compliance in all material respects with Anti-Corruption Laws and Anti-Money Laundering Laws, and each member of the Group has instituted and maintained policies and procedures reasonably designed to promote and achieve compliance with such laws (it being understood that such measures may be in the form of Group policies and procedures adopted by the Company).

(b) No member of the Group or, to the Company's knowledge, any of their respective directors, officers or representatives acting on their behalf in connection with the Finance Documents:

(i) is a Designated Person;

(ii) is a person that is owned 50% or more by or otherwise controlled by one or more Designated Persons; or

(iii) is located, organised or resident in a Sanctioned Country.

(c) So far as the Company or any Obligor is aware, each member of the Group has conducted its business in compliance in all material respects with applicable Sanctions.

Security, Financial Indebtedness, Transaction Security, etc.

24.18. Security and Financial Indebtedness

(a) No Lien exists over all or any of the present or future assets of any member of the Restricted Group other than as permitted under Schedule 23 (*Restrictive Covenants*).

(b) No member of the Restricted Group has any Financial Indebtedness outstanding other than as permitted under Schedule 23 (*Restrictive Covenants*).

24.19. Ranking

Subject as set out in the Intercreditor Agreement and to the Legal Reservations and Perfection Requirements, the Transaction Security has or will have the ranking in priority which it is expressed to have in the Transaction Security Documents and it is not subject to any prior ranking or *pari passu* ranking Security other than Permitted Collateral Liens.

24.20. Legal and Beneficial Ownership

Each Obligor which grants Transaction Security pursuant to the Opodo Share Charge, any Direct Subsidiary Share Charge, the Receivables Assignment or any Direct Subsidiary Receivables Assignment is the sole legal and beneficial owner of the assets over which it purports to grant Transaction Security.

24.21. Share Charge

(a) The shares which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights.

(b) Subject to the Legal Reservations, the constitutional documents of Opodo Limited (for so long as it is the direct subsidiary of the Company) or any other direct Subsidiary of the Company do not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security.

(c) There are no agreements in force which provide for the issue or allotment of, or grant any person (other than the chargor) the right to call for the issue or allotment of, any share or loan capital of any direct Subsidiary of the Company the shares of which are subject to the Transaction Security (including any option or right of pre-emption or conversion).

24.22. Intellectual Property

It:

(a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is required by it in order to carry on its business as it is being conducted;

(b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect; and

(c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it,

where in any such case failure to own or have licensed to it, infringement or failure to take required formal or procedural actions, has or could be reasonably likely to have a Material Adverse Effect.

Provision of information – Group

24.23. Group Structure Chart

The Group Structure Chart delivered to the Agent pursuant to Part I of Schedule 2 (*Conditions Precedent*) is true, complete and accurate in all material respects and shows each member of the Group, including current name and (in the case of each Obligor) its company registration number (where available) or otherwise its tax identification number (where available), its Original Jurisdiction (in the case of an Obligor) and its jurisdiction of incorporation or organisation (in the case of a member of the Group which is not an Obligor).

24.24. Centre of Main Interests and Establishments

For the purposes of Regulation (EU) No 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), to the extent the Regulation applies to it, its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in (i) in the case of the Company, Luxembourg or Spain, (ii) in the case of the direct Subsidiary of the Company from time to time, Luxembourg, the United Kingdom, the United States of America (or any state thereof or the District of Columbia), the Netherlands or Spain, and (iii) in the case of any Additional Obligor, the jurisdiction under whose laws that Obligor is incorporated or formed as at the date it becomes Party as a Borrower or a Guarantor (as the case may be).

24.25. ERISA and Multiemployer Plans

No U.S. Obligor or ERISA Affiliate has established, maintains, contributes to or has actual or contingent liability with respect to any employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title IV of ERISA.

24.26. Federal Reserve Regulations

(a) No Obligor is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

(b) None of the proceeds of the Loans or other extensions of credit under this Agreement will be used, directly or indirectly, for the purpose of buying or carrying any Margin Stock, for the purpose of reducing or retiring any Financial Indebtedness that was originally incurred to buy or carry any Margin Stock or for any other purpose which might cause all or any Loans or other extensions of credit under this Agreement to be considered a "purpose credit" within the meaning of Regulation U or Regulation X.

24.27. Investment Companies

No U.S. Obligor is an "investment company" or a company controlled by an "investment company", within the meaning of the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**").

24.28. *Direzione e Coordinamento*

No Italian Obligor is subject to the "*attività di direzione e cordinamento*", pursuant to Article 2497 et seq. of the Italian Civil Code, of any third party, other than eDreams Srl which is subject to "*direzione e coordinamento*" of eDreams Inc.

24.29. Insolvency

No legal proceeding or other procedure or step of the type described in paragraph 2.1 of Schedule 24 (*Notes Events of Default*) has been taken by, or ordered against, any Borrower.

24.30. Times When Representations Made

(a) Except as otherwise stated in paragraphs (d) and (f) below, all the representations and warranties in this Clause 0 are made by each relevant Original Obligor on the date of this Agreement.

(b) Except as otherwise stated in paragraphs (d) and (f) below, all the representations and warranties in this Clause 24 are deemed to be made by each relevant Obligor on the Closing Date.

(c) The Repeating Representations are deemed to be made by each relevant Obligor on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

(d) The representations and warranties in paragraph (d) of Clause 24.12 (*Original Financial Statements*) shall be made once only on the date of delivery to the Agent of the relevant accounts or financial statements.

(e) The representations and warranties in Clause 24.8 (*No Filing or Stamp Taxes*) shall also be given on the date the Opodo Share Charge, any Direct Subsidiary Share Charge, the Receivables Assignment or any Direct Subsidiary Receivables Assignment, as applicable, is entered into (including, for the avoidance of doubt, on the date any substitute or additional Opodo Share Charge, Direct Subsidiary Share Charge, Receivables Assignment or any Direct Subsidiary Receivables Assignment is entered into pursuant to the terms of this Agreement or the Intercreditor Agreement).

(f) The representations and warranties in Clause 24.20 (*Legal and Beneficial Ownership*) shall be given only on the date the Opodo Share Charge, any Direct Subsidiary Share Charge, Receivables Assignment or any Direct Subsidiary Receivables Assignment, as applicable, is entered into (including, for the avoidance of doubt, on the date any substitute or additional Opodo Share Charge, Direct Subsidiary Share Charge, Receivables Assignment or Direct Subsidiary Receivables Assignment is entered into pursuant to the terms of this Agreement or the Intercreditor Agreement).

(g) All the representations and warranties in this Clause 24 except Clause 24.11 (*No Misleading Information*), Clause 24.12 (*Original Financial Statements*), Clause 24.18 (*Security and Financial Indebtedness*) to Clause 24.21 (*Share Charge*), Clause 24.23 (*Group Structure Chart*), Clause 24.24 (*Centre of Main Interests and Establishments*) and Clause 24.29 (*Insolvency*), are deemed to be made by each Additional Obligor by reference to itself (and where relevant) its Subsidiaries only on the day on which it becomes an Additional Obligor.

(h) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

25. INFORMATION UNDERTAKINGS

The undertakings in this Clause 25 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

In this Clause 25:

(a) "**Annual Financial Statements**" means the audited consolidated financial statements of the Company for a Financial Year delivered pursuant to paragraph (a) of Clause 25.1 (*Financial Statements*).

(b) "**First Financial Quarter**" means each Financial Quarter ending on or about 30 June in any Financial Year.

(c) "**Quarterly Financial Statements**" means the unaudited consolidated financial statements of the Company delivered pursuant to paragraph (b) of Clause 25.1 (*Financial Statements*).

(d) "**Second and Third Financial Quarter**" means the Financial Quarter ending on or about 30 September and 31 December in any Financial Year.

25.1. Financial Statements

The Company shall supply to the Agent in sufficient copies for all the Lenders:

(a) as soon as they are available, but in any event within 120 days after the end of each of its Financial Years, its consolidated financial statements for that Financial Year; and

(b) as soon as they are available, but in any event:

(i) within 75 days after the end of each First Financial Quarter; and

(ii) within 60 days after the end of each Second and Third Financial Quarter,

its consolidated financial statements for that Financial Quarter.

25.2. Provision and Contents of Compliance Certificate

(a) The Company shall supply a Compliance Certificate to the Agent with each set of its audited consolidated Annual Financial Statements and with each set of its consolidated Quarterly Financial Statements.

(b) Each Compliance Certificate shall set out (in reasonable detail) computations as to compliance with paragraphs (a) and (b) of Clause 26.2 (*Financial Condition*) and the Margin computations set out in the definition "Margin" as at the date as at which

those financial statements were drawn up, as well as listing, in the case of a Compliance Certificate delivered with the Annual Financial Statements, each member of the Restricted Group which is a Material Company, *provided that*, for the purposes of reporting the Material Companies in each Compliance Certificate delivered with the Annual Financial Statements prior to 31 March 2023, each Material Company shall be determined by reference to the Annual Financial Statements for the Financial Year ending 31 March 2020. For the avoidance of doubt, unless the financial covenant contained in paragraph (a) of Clause 26.2 (*Financial Condition*) is required to be tested in respect of the Relevant Period to which such Compliance Certificate relates pursuant to paragraph (c) of Clause 26.3 (*Calculation*), any non-compliance with paragraph (a) of Clause 26.2 (*Financial Condition*) as shown in such Compliance Certificate shall not be an Event of Default.

(c) Each Compliance Certificate shall be (i) signed by the chief financial officer or another authorised signatory of the Company and (ii)if required to be delivered with the Annual Financial Statements, shall be reported on by the Company's Auditors in their customary form (but only if the covenant contained in Clause 26.2 (*Financial Condition*) is required to be tested in respect of the Relevant Period to which such Compliance Certificate relates pursuant to paragraph (c) of Clause 26.3 (*Calculation*), *provided that*, it is then the practice of the Company's Auditors to provide such report and *provided further that* the Agent has entered into any hold harmless letters required by the Auditors.

25.3. Requirements as to Financial Statements

(a) The Company shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a balance sheet, profit and loss account and cashflow statement. In addition the Company shall procure that:

(i) each set of Annual Financial Statements shall be audited by the Auditors; and

(ii) each set of Annual Financial Statements shall include the notes to the financial statements, a statement of changes in equity and a statement of cashflows and shall be accompanied by a report about the Company made by the Company's management and "reviewed" by its Auditors.

(b) Each set of Annual Financial Statements or Quarterly Financial Statements delivered pursuant to Clause 25.1 (*Financial Statements*):

(i) shall be certified by a director or the chief financial officer of the Company as fairly presenting in all material respects its financial condition and operations as at the date as at which those financial statements were drawn up; and

(ii) shall be prepared in accordance with GAAP.

25.4. Listing

Notwithstanding anything else in this Clause 25, for so long as the ordinary shares of the Company remain listed on a recognised European or United States stock exchange, the requirements set out in Clauses 25.1 (*Financial Statements*) and 25.3 (*Requirements as to Financial Statements*) above shall be considered to have been fulfilled if the Company complies with the reporting requirements of such stock exchange, *provided* that the Company will comply with the requirements set forth in Clause 25.1(b) above if the European or United States stock exchange where its ordinary shares are listed does not require listed issuers to provide financial statements on a quarterly basis.

25.5. Year-End

The Company shall not change its Accounting Reference Date.

25.6. Unrestricted Subsidiaries

If at any time, any of the Company's Subsidiaries are Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, constitutes a Significant Subsidiary as defined in Schedule 22 (*Notes Definitions*), then the Company shall supply to the Agent with each set of Annual Financial Statements and Quarterly Financial Statements either (i) a reasonable detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries or (ii) standalone audited or unaudited financial statements, as the case may be, of such Unrestricted Subsidiary or Unrestricted Subsidiaries (as a group or otherwise) together with an unaudited reconciliation to the financial information of the Company and its Subsidiaries, which reconciliation shall include the following items: revenues, EBITDA, net income, cash, total assets, total debt, shareholders equity, capital expenditures and interest expense.

25.7. Information: Miscellaneous

The Company shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

(a) at the same time as they are dispatched, all documents dispatched by the Company to its shareholders (or any class of them) or by any Obligor to its third party creditors generally (and, for the purposes of this paragraph (a), all documents dispatched by the Company to its shareholders (or any class of them) shall be deemed supplied to the Agent once made available on the website of the Company);

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group and which could reasonably be expected, if adversely determined, to have a Material Adverse Effect;

(c) promptly, such information as the Security Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Transaction Security Documents;

(d) promptly on request, such further information regarding the financial condition, assets and operations of the Group, the Company or any other Obligor as any Finance Party through the Agent may reasonably request;

(e) promptly such further information relating to the business, assets or financial condition of the Group as any Lender through the Agent notifies the Company is required by applicable banking supervisory laws and regulations; and

(f) promptly upon the designation of a Restricted Subsidiary as an Unrestricted Subsidiary, or the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary, in each case, in accordance with paragraph 2.8 (*Designation of Restricted and Unrestricted Subsidiaries)* of Schedule 23 (*Restrictive Covenants*), the details of any such designation or redesignation,

provided that, in the case of paragraphs (b)-(d) above, the Company shall not be required to supply or disclose to any Finance Party any information or other matter if it could reasonably be expected to result in the Company or any other member of the Group being (i) required to

make an announcement pursuant to the rules of any relevant stock exchange or any applicable law or regulation which it would not otherwise have been required to make or (ii) in breach of any laws or of any rules or regulations of any relevant stock exchange on which the Company's shares or debt securities are listed.

25.8. Notification of Default

Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

25.9. "Know your Customer" Checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor (other than the Company) after the date of this Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(c) Except for any member of the Group listed in Schedule 1 (*The Original Parties*), the Company shall, by not less than ten Business Days' prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Restricted Subsidiaries becomes an Additional Obligor pursuant to Clause 31 (*Changes to the Obligors*).

(d) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent or any Lender to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Company shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such

documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the accession of such Restricted Subsidiary to this Agreement as an Additional Obligor.

25.10. Liquidity Reporting

The Company shall deliver to the Agent, within five (5) Business Days of the last day of each Month (beginning with the Month in which the Effective Date occurs and ending with the Month of August 2022) a monthly report (a "**Minimum Liquidity Certificate**"), in electronic form, containing information on the Group's historic liquidity position and projected liquidity position through to September 2022, as reasonably determined by the Company.

26. FINANCIAL COVENANT

26.1. Financial Definitions

In this Agreement:

(a) "**Adjusted EBITDA**" means, (i) for the Relevant Periods ending 30 September 2022 and 31 December 2022, the greater of (x) EBITDA for that Relevant Period, and (y) EBITDA for the Financial Quarter ending on 30 September 2022 or 31 December 2022 (as applicable) multiplied by four, and (ii) in relation to any other Relevant Period, EBITDA for that Relevant Period, in each case, adjusted by:

(i) including the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of a member of the Restricted Group acquired during the Relevant Period (or Financial Quarter, as applicable) (or attributable to a business or assets acquired during the Relevant Period (or Financial Quarter, as applicable)) prior to its becoming a member of the Restricted Group or (as the case may be) prior to the acquisition of the business or assets; and

(ii) excluding the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to any member of the Restricted Group (or to any business or assets) disposed of during the Relevant Period (or Financial Quarter, as applicable), *provided that*, the consideration for such disposal has been received by the member of the Restricted Group making such disposal

(b) "**Borrowings**" means, at any time, Financial Indebtedness of the Restricted Group, but excluding:

(i) any Financial Indebtedness under paragraph (f) of the definition of "Financial Indebtedness";

(ii) any Financial Indebtedness under paragraph (g) of the definition of "Financial Indebtedness" (other than any Financial Indebtedness arising under any guarantee, indemnity, bond, standby or documentary letter of credit or similar instrument where provided in support of cash indebtedness of any member of the Restricted Group or any amount drawn under the Facilities for such time as such amount is used to cash collateralise any Letters of Credit or Bank Guarantee);

(iii) any Financial Indebtedness owed by one member of the Restricted Group to another member of the Restricted Group; and

(iv) any Financial Indebtedness arising under any shareholder loan which is an Equity Contribution or Subordinated Shareholder Debt.

(c) "**EBITDA**" means, for any Relevant Period or Financial Quarter (as applicable), the consolidated profits of the Restricted Group from ordinary activities including for this purpose the Restricted Group's share of the profits of any Joint Venture in which the Restricted Group has an ownership interest:

(i) before deducting Interest Payable, any other Interest for which any member of the Restricted Group is liable and any deemed finance charge in respect of any post-employment benefit scheme liabilities or provisions;

(ii) before deducting any amount of Tax on profits, gains or income paid or payable by any member of the Restricted Group;

(iii) after adding back (to the extent otherwise deducted) any amount attributable to any amortisation whatsoever (including amortisation of any goodwill arising on any acquisition not prohibited under Schedule 23 (*Restrictive Covenants*) or facility fees) and any depreciation whatsoever and any costs or provisions relating to any share option schemes or management incentive schemes of the Restricted Group;

(iv) after deducting (to the extent included) Interest Receivable and/or any other Interest accruing in favour of any member of the Restricted Group;

(v) excluding any items (positive or negative) of a one-off, non-recurring, extraordinary or exceptional nature (including, without limitation, the restructuring of the activities of an entity and reversals of any provisions for the cost of restructuring, disposals, revaluations or impairment of non-current assets, disposals of assets associated with discontinued operations and the cost associated with any aborted equity or debt securities offering);

(vi) after deducting (to the extent otherwise included) the amount of profit (or adding back the loss) of any member of the Restricted Group which is attributable to any third party (not being a member of the Restricted Group) which is a shareholder in such member of the Restricted Group;

(vii) after deducting (to the extent otherwise included) any gain over book value arising in favour of a member of the Restricted Group in the disposal of any asset (not being any disposals made in the ordinary course of trading) during such period and any gain arising on any revaluation of any asset during such period;

(viii) after adding back (to the extent otherwise deducted) any loss against book value incurred by a member of the Restricted Group on the disposal of any asset (not being any disposals made in the ordinary course of trading) during such period and any loss arising on any revaluation of any asset during such period;

(ix) after adding back (to the extent not otherwise included) the amount of any dividends or other profit distributions (net of withholding tax) received in cash by any member of the Restricted Group during such period from companies which are not members of the Restricted Group and after deducting (to the extent not otherwise deducted) the amount of any

dividends or other profit distribution paid in cash by any member of the Restricted Group during such period to companies which are not members of the Restricted Group;

(x) after adding (to the extent not already included) the realised gains or deducting (to the extent not otherwise deducted) the realised losses arising at maturity or on termination of forward foreign exchange and other currency hedging contracts entered into with respect to the operational cashflows of the Restricted Group (but taking no account of any unrealised gains or loss on any hedging or other derivative instrument whatsoever);

(xi) after adding back (to the extent otherwise deducted) any fees, costs or charges of a non-recurring nature related to any equity offering, investments (including in any Joint Venture), acquisitions, dispositions, recapitalisations or the incurrence, amendment, waiver or other modification of any Financial Indebtedness (or refinancing thereof) not prohibited from being incurred under this Agreement (whether or not successful or consummated);

(xii) after adding back (i) the amount of any restructuring charge, accrual or reserve (and adjustments to existing reserves), integration cost or other business optimisation expense or cost (including charges directly related to the implementation of cost-savings or research and development initiatives) that is deducted (and not added back) in such period, including any one-time costs incurred in connection with acquisitions or divestitures after the Effective Date, including those related to any severance, retention, signing bonuses, relocation, recruiting and other employee related costs, internal costs in respect of strategic initiatives, research and development initiatives, and curtailments or modifications to pension and post-retirement employment benefit plans (including any settlement of pension liabilities), systems development and establishment costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business and consulting fees incurred with any of the foregoing and (ii) fees, costs and expenses associated with acquisition related litigation and settlements thereof;

(xiii) after adding back the amount of "run-rate" cost savings (including cost savings with respect to salary, benefit and other direct savings resulting from work force reductions and facility, benefit and insurance savings), operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies that are projected by the Company (in good faith) to be realised as a result of actions taken or expected to be taken after the date of any acquisition, disposition, divestiture, restructuring or the implementation of a cost savings, research and development or other similar initiative, as applicable (calculated on a pro forma basis as though such cost savings, operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies had been realised on the first day of such period and during the entirety of such period), net of the amount of actual benefits realised during such period from such actions; *provided* that, in each case in the good faith determination of the Company, (i) all steps have been taken, or are reasonably expected to be taken, in good faith, for realising such cost-savings, (ii) such cost savings are reasonably identifiable, factually supportable and anticipated to be realised within 24 months of the taking of such action and (iii) the amount of any adjustments made pursuant to this sub-paragraph (m) for any period of four consecutive fiscal quarters

shall not exceed more than 25.0% of Consolidated EBITDA for such period (calculated before giving effect to any such adjustments);

(xiv) after adding back unrealised foreign exchange gains or losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Restricted Subsidiaries;

(xv) after adding the proceeds of any business interruption insurance;

(xvi) after adding back (to the extent otherwise deducted) the amount of any non-cash charge in relation to any employee stock based plan;

(xvii) after adding back the amount of deferred revenue from "Prime" subscription fees that have been collected and that are pending to be accrued for such period; and

(xviii) after deducting (to the extent not already deducted) any amounts paid in respect of credit card merchant fees;

provided that payments under a lease which would not have been treated as a finance or capital lease in accordance with GAAP as they applied to the Original Financial Statements of the Company will be accounted for, in the calculation of EBITDA, in the same manner as they were accounted for in the Original Financial Statements.

(d) "**Gross Financial Indebtedness**" means, in respect of the Restricted Group, the sum of (a) Indebtedness, (b) any deferred consideration in relation to any acquisition not prohibited under Schedule 23 (*Restrictive Covenants*) that exceeds 25 per cent. of the consideration payable in respect of such acquisition and which pursuant to the acquisition agreement relating to the acquisition is permitted to be left outstanding for more than 12 months, and (c) (without double counting) any guarantees issued to third parties in respect of indebtedness (excluding those that are intra-Restricted Group as well as those issued during the ordinary course of day to day business and those provided to IATA and/or any similar institutions and governmental bodies under this Agreement or otherwise).

(e) "**Indebtedness**" means all Financial Indebtedness other than Financial Indebtedness referred to in paragraphs (f), (g) and (k) of the definition of "Financial Indebtedness" and excluding any Financial Indebtedness arising under any shareholder loan which is an Equity Contribution or Subordinated Shareholder Debt.

(f) "**Interest**" means, for any Relevant Period, interest received and interest and amounts in the nature of interest paid in that Relevant Period in respect of any Borrowings including, without limitation:

(i) the interest element of the finance leases; and

(ii) commitment, utilisation and non-utilisation fees payable or incurred in respect of Borrowings,

but excluding any interest accrued in relation to any drawings not made by way of cash advance or similar cash loan of any description issued, in the ordinary course of business under the Facilities or any Ancillary Facilities.

(g) "**Interest Payable**" means, for any Relevant Period, the aggregate of Interest accrued (whether or not paid or capitalised) in respect of any Borrowings of any member of the Restricted Group during that period but excluding:

(i) any amortisation of fees, costs and expenses incurred in connection with the raising of any Borrowings; and

(ii) any capitalised Interest, the amount of any discount amortised and other non-cash interest charges during the Relevant Period,

and calculated on the basis that:

(A) the amount of Interest accrued will be increased by an amount equal to any amount payable by members of the Restricted Group under hedging agreements in respect of Interest in relation to that Relevant Period; and

(B) the amount of Interest accrued will be reduced by an amount equal to any amount payable to members of the Restricted Group under hedging agreements in respect of Interest in relation to that Relevant Period.

(h) "**Liquidity**" means the aggregate of (i) Cash Equivalents held by each Obligor (excluding any cash used as cash collateral or cash cover); (ii) the Available Commitments available for utilisation; and (iii) any undrawn commitments for committed borrowed money that are available for utilisation by the Company or any of its Restricted Subsidiaries under any loan facility (or equivalent) (including for the avoidance of doubt, any loan facility (or equivalent) provided by Sociedad Estatal de Participaciones Industriales (or any Affiliate thereof)) where such commitments are capable of being applied by the Company or a Restricted Subsidiary towards (directly or indirectly) the general corporate and/or working capital purposes, and/or the day-to-day liquidity needs, of the Restricted Group, (and for these purposes Cash Equivalents not denominated in EUR shall be converted into EUR using the Agent's Spot Rate of Exchange on the applicable date), **provided that** for the purposes of determining available commitments for borrowed money, both (i) commitments made available solely by way of letters of credit, guarantees and indemnities, and (ii) bilateral on-demand facilities, shall be excluded.

(i) "**Interest Receivable**" means, for any Relevant Period, the amount of Interest accrued due to members of the Restricted Group during such period.

(j) "**Relevant Period**" means each period of 12 months ending on a Quarter Date.

26.2. Financial Condition

(a) **Adjusted Gross Leverage:** the Company shall ensure that in respect of each Relevant Period the ratio of Gross Financial Indebtedness as at the end of such Relevant Period to Adjusted EBITDA in respect of such Relevant Period (the "**Adjusted Gross Leverage**") shall not exceed 6.00:1.

(b) **Liquidity:** prior to 30 September 2022, the Company shall ensure that Liquidity on each Quarter Date is not less than EUR 25,000,000.

26.3. Calculation

(a) Subject to paragraph (c) below, the first Relevant Period in respect of which the covenant in paragraph (a) of Clause 26.2 (*Financial Condition*) (the "**Adjusted**

Gross Leverage Financial Covenant") will be tested is the Relevant Period ending on 30 September 2022.

(b) Subject to paragraph (c) below, the Adjusted Gross Leverage Financial Covenant will be tested by reference to the Annual Financial Statements and Quarterly Financial Statements for the Relevant Period and each Compliance Certificate delivered pursuant to Clause 25.2 (*Provision and Contents of Compliance Certificate*).

(c) The Adjusted Gross Leverage Financial Covenant is only tested in respect of a Relevant Period if, on the last day of such Relevant Period, the aggregate principal amount (calculated in the Base Currency) of outstanding Loans (excluding any outstandings under any Letter of Credit, Bank Guarantee or Ancillary Facility to the extent utilised in the form of a bank guarantee or letter of credit) exceeds 40% of the Total Commitments.

(d) The definitions referred to in Clause 26.1 (*Financial Definitions*) shall, unless otherwise specified, be interpreted in accordance with GAAP. No item shall be included or excluded more than once in any calculation of the Adjusted Gross Leverage Financial Covenant.

(e) In calculating Adjusted Gross Leverage in respect of any Relevant Period, the exchange rate(s) used in calculating Gross Financial Indebtedness shall be the same as the average exchange rate(s) used in calculating Adjusted EBITDA.

26.4. Equity Cure

(a) No drawstop or other non-compliance will occur under paragraph (a) of Clause 26.2 (*Financial Condition*) if prior to, or within 20 Business Days after, the date that the Compliance Certificate for the Relevant Period in which such failure to comply was first evidenced is due to be delivered in accordance with Clause 25.2 (*Provision and Contents of Compliance Certificate*), the Company receives the proceeds of an Equity Contribution from any shareholder in an amount at least sufficient to ensure that the Adjusted Gross Leverage Financial Covenant would be complied with if tested again as at the last day of the same Relevant Period on the basis that the full amount of any Equity Contribution so provided in accordance with this paragraph (a) shall be deemed, at the election of the Company, to either reduce Gross Financial Indebtedness or increase Adjusted EBITDA (an "**EBITDA Cure**") for the Relevant Period as if provided immediately prior to the last date of such Relevant Period (the "**First Relevant Period**") (the "**Adjustment**"), *provided that*, in relation to any such Equity Contribution so provided in accordance with this paragraph (a):

(i) the Company shall not be entitled to exercise any rights it may have to prevent or cure breaches of the Adjusted Gross Leverage Financial Covenant in more than two consecutive Relevant Periods and on more than three occasions over the life of the Facilities;

(ii) any Equity Contribution so provided and any adjustment made shall not apply when calculating the applicable Margin for any Relevant Period;

(iii) any Equity Contribution so provided in respect of any Relevant Period shall be deemed to have been provided immediately prior to the last date of such Relevant Period and shall be included in all relevant covenant calculations until such date it was deemed provided falls outside the subsequent Relevant Period, *provided that* (1) for each such Relevant Period other than the First Relevant Period Gross Financial Indebtedness will be calculated on the basis of the actual Gross Financial Indebtedness at the end of such Relevant Period and (2) with respect to Gross Financial Indebtedness, without double

counting the *pro forma* benefit applied as a result of the Adjustment and the actual or adjusted amount reflected in Gross Financial Indebtedness as a result of any such Equity Contribution that remains or is deemed to be on the balance sheet;

(iv) any Equity Contribution so provided shall not count towards any other threshold permission or usage under or in respect of the Finance Documents;

(v) in relation to any Equity Contribution so provided prior to the date of delivery of the relevant Compliance Certificate for the Relevant Period, the Compliance Certificate for that Relevant Period shall set out the revised Adjusted Gross Leverage Financial Covenant for the Relevant Period by giving effect to the Adjustment set out above and confirming that such Equity Contribution has been provided;

(vi) any Equity Contribution made to effect a cure of the Adjusted Gross Leverage Financial Covenant may exceed the amount required to rectify or cure the breach;

(vii) in relation to any such Equity Contribution so provided following the date of delivery of the relevant Compliance Certificate for the Relevant Period, immediately following the proceeds of that Equity Contribution being provided to it, the Company provides a revised Compliance Certificate to the Agent setting out the revised Adjusted Gross Leverage Financial Covenant for the Relevant Period by giving effect to the Adjustment; and

(viii) if, after giving effect to the Adjustment, the requirements of the Adjusted Gross Leverage Financial Covenant are met, then the requirements thereof shall be deemed to have been satisfied at the relevant original date of determination as though there has been no failure to comply with such requirements and any drawstop or other non-compliance occasioned thereby shall be deemed to have been remedied for the purposes of the Finance Documents.

(b) If the Adjusted Gross Leverage Financial Covenant has been breached, but is complied with when tested for the next Relevant Period (the **"Second Period"**), then the prior breach of such Adjusted Gross Leverage Financial Covenant, drawstop or other non-compliance arising therefrom shall no longer be outstanding or continuing for the purposes of the Finance Documents and shall not (or be deemed to) directly or indirectly constitute, or result in, a drawstop or breach of any representation, warranty, undertaking or other term in the Finance Documents.

27. GENERAL UNDERTAKINGS

The undertakings in this Clause 27 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

27.1. Restrictive Covenants

Each Obligor shall comply with the covenants set out in Schedule 23 (*Restrictive Covenants*).

Authorisations and compliance with laws

27.2. Authorisations

Each Obligor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and, if requested by the Agent, supply certified copies to the Agent of, any Authorisation required under any law or regulation of its jurisdiction of incorporation to:

(a) enable it to perform its obligations under the Finance Documents;

(b) ensure, subject to the Legal Reservations, the legality, validity, enforceability or admissibility in evidence of any Finance Document; and

(c) carry on its business where failure to do so has or could reasonably be expected to have a Material Adverse Effect.

27.3. Compliance with Laws

Each Obligor shall (and the Company shall ensure that each member of the Group will) comply in all respects with all laws to which it is subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

27.4. Environmental Compliance

Each Obligor shall (and the Company shall ensure that each member of the Group will):

(a) comply with all Environmental Law; and

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits;

where failure to do so has or could reasonably be expected to have a Material Adverse Effect.

27.5. Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws

(a) No Obligor shall (and the Company shall ensure that no other member of the Group will) directly or indirectly use the proceeds of the Facilities:

(i) for any purpose which would breach the Anti-Corruption Laws;

(ii) to fund, finance or facilitate any activities, business or transaction of or with any Designated Person or in any Sanctioned Country, or otherwise in violation of Sanctions, as such Sanctions Lists or Sanctions are in effect from time to time; or

(iii) in any other manner that will result in the violation of any applicable Sanctions by the Lenders.

(b) No Obligor shall (and the Company shall ensure that no other member of the Group will) use funds or assets obtained from transactions with or otherwise relating to (i) Designated Persons, or (ii) any Sanctioned Country, to pay or repay any amount under any Finance Document, in the case of each of clauses (i) and (ii), to the extent that to do so would cause a breach of Sanctions by such Obligor or any of the Lenders.

(c) Each Obligor shall (and the Company shall ensure that each other member of the Group will):

(i) conduct its business in compliance in all material respects with Anti-Corruption Laws and Anti-Money Laundering Laws; and

(ii) maintain policies and procedures reasonably designed to promote and achieve compliance with Anti-Corruption Laws and Anti-Money Laundering Laws (it being understood that such measures may be in the form of Group policies and procedures adopted by the Company).

(d) The representations and warranties in Clause 24.17 (*Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws*) and the undertakings in this Clause 27.5 shall be given by and apply to any Obligor or other member of the Group only to the extent that giving or complying with such Clauses does not result in (i) any violation of, conflict with or liability under EU Regulation (EC) 2271/96; (ii) in respect of an Obligor or other member of the Group that qualifies as a resident party domiciled in Germany (*Inländer*) within the meaning of Section 2 para. 15 of the German foreign trade law (AWG) (*Außenwirtschaftsgesetz*), a violation or conflict with section 7 of the German foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in connection with section 4 para 1 no 3 of the German foreign trade law (AWG) (*Außenwirtschaftsgesetz*)); or any other similar anti-boycott statute.

(e) In relation to each Lender that notifies the Agent to this effect (each a "**Restricted Lender**"), paragraph (b) of Clause 24.17 (*Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws*) and paragraphs (a) and (b) of this Clause 27.5 shall only apply for the benefit of that Restricted Lender to the extent that the sanctions provisions would not result in (i) any violation of, conflict with or liability under EU Regulation (EC) 2271/96 or (ii) a violation or conflict with section 7 of the German foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in connection with section 4 para 1 no 3 of the German foreign trade law (AWG) (*Außenwirtschaftsgesetz*)) or a similar anti-boycott statute. In connection with any waiver, determination or direction relating to any part of Clause 24.17 (*Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws*) and this Clause 27.5 of which a Restricted Lender does not have the benefit, the Commitments of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Majority Lenders has been obtained or whether the determination or direction by the Majority Lenders has been made.

27.6. Taxation

(a) Each Obligor shall (and the Company shall ensure that each other member of the Group will), duly and punctually pay and discharge all Taxes imposed upon it or its assets (except to the extent (a) such Tax is being contested by the relevant Obligor or other member of the Group in good faith, (b) adequate reserves are being maintained for those Taxes and (c) such payment can be lawfully withheld) within the time period allowed without incurring penalties where failure to do so would or would be reasonably likely to have a Material Adverse Effect.

(b) No Borrower may change its residence for Tax purposes other than a change to a Permitted Tax Jurisdiction. For the avoidance of doubt, (i) a Borrower may be resident for Tax purposes in more than one Permitted Tax Jurisdiction and may terminate its tax residency in any Permitted Tax Jurisdiction from time to time and (ii) a dual tax resident which becomes a tax resident in a single jurisdiction or a disregarded entity for U.S. federal income tax purposes electing to be treated as a corporation for U.S. federal income tax purposes shall not be considered as changing its residence for Tax purposes.

27.7. Pari Passu Ranking

Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

27.8. Insurance

(a) The Company shall ensure that the Group shall maintain insurances on and in relation to the material business and assets of the Group against any material risks to the extent commercially reasonable (a "**Relevant Insurance**").

(b) Any Relevant Insurance must be with reputable independent insurance companies or underwriters.

27.9. Pensions

The Company shall ensure that all pension schemes operated by or maintained for the benefit of members of the Group and/or any of their employees are fully funded to the extent required by applicable law and regulation where failure to do so has or could reasonably be expected to have a Material Adverse Effect.

27.10. Access

If an Event of Default under Clause 28.1 (*Non-Payment*) or sub-paragraph (a) or sub-paragraph (b) of paragraph 2.1 of Schedule 24 (*Notes Events of Default*)(is continuing, or the Agent reasonably suspects an Event of Default under any such Clause or paragraph is continuing, each Obligor shall, and the Company shall ensure that each member of the Group will, permit the Agent and/or the Security Agent and/or accountants or other professional advisers and contractors of the Agent or Security Agent free access at all reasonable times and on reasonable notice at the risk and cost of the Obligor or Company (unless it is established that at the time there was not, and there is not, an Event of Default continuing) to (a) the premises, assets, books, accounts and records of each member of the Group and (b) meet and discuss matters with senior management.

27.11. Intellectual Property

Each Obligor shall (and the Company shall procure that each other member of the Group will):

(a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member;

(b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;

(c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;

(d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and

(e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a), (b) and (c) above, or, in the case of paragraphs (d) and (e) above, such use, permission to use, omission or discontinuation, is reasonably likely to have a Material Adverse Effect.

27.12. Compliance with ERISA

No U.S. Obligor or ERISA Affiliate will establish, become party to, contribute to, or incur any actual or contingent liability under any employee benefit plan of the type referred to in Clause 24.25 (*ERISA and Multiemployer Plans*)

27.13. Further Assurance

(a) Subject to the Agreed Guarantee and Security Principles, each Obligor shall (and the Company shall procure that each other member of the Group will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law; and/or

(ii) following an Acceleration Event (as defined in Schedule 13 *(Agreed Guarantee and Security Principles*)) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Subject to the Agreed Guarantee and Security Principles, each Obligor shall (and the Company shall procure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary and as are reasonably requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents.

27.14. Spanish Public Document

Each Obligor undertakes, at the request of the Security Agent, to notarise:

(a) any Finance Document (other than (i) this Agreement, the Intercreditor Agreement and any amendments thereof entered into on or prior to the Closing Date in respect of which Clause 46.1 (Notarial Document) applies and (ii) any Transfer Certificate and/or Assignment Agreement in respect of which Clause 29.13 (*Spanish Particularities*) applies); and

(b) any amendments to any Finance Document which are entered into after the Closing Date,

by means of a Spanish Public Document within 15 Business Days after receipt of the request of the Security Agent.

27.15. Segregation of Assets or Revenues

No Italian Obligor shall segregate assets or revenues pursuant to Article 2447-bis (*Patrimoni Destinati ad uno Specifico Affare*) of the Italian Civil Code, letter (a) and (b), without the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

27.16. Conditions Subsequent

The Company shall procure that:

(a) if, pursuant to a Permitted Transaction, the Company directly holds the entire issued share capital of a Subsidiary (other than Opodo Limited), subject to the Agreed Guarantee and Security Principles, the Company shall enter into a Direct Subsidiary Receivables Assignment in respect of the Loan Receivables within ten days of the completion of such Permitted Transaction; and

(b) if, pursuant to a Permitted Transaction, the Company directly holds the entire issued share capital of a Subsidiary (other than Opodo Limited), subject to the Agreed Guarantee and Security Principles, the Company shall enter into a Direct Subsidiary Share Charge in respect of such shares within ten days of the completion of such Permitted Transaction.

27.17. Transaction Security

The Company shall procure that:

(a) at all times other than for a period of no more than ten days pursuant to any intermediate step necessary or desirable in connection with a Permitted Transaction, (i) the Company shall have no more than one direct Subsidiary; and (ii) at all times the direct Subsidiary of the Company shall be wholly-owned by the Company;

(b) at all times other than for a period of no more than ten days pursuant to any intermediate step necessary or desirable in connection with a Permitted Transaction, the entire issued share capital of the direct Subsidiary of the Company shall be the subject of Transaction Security in favour of the Security Agent for the benefit of the Secured Parties;

(c) at all times other than for a period of no more than ten days pursuant to any intermediate step necessary or desirable in connection with a Permitted Transaction, Vacaciones eDreams, S.L.U. shall be the, direct or indirect, wholly-owned Subsidiary of the entity the shares of which are the subject of the Transaction Security described in paragraph (b) above; and

(d) at all times other than for a period of no more than ten days pursuant to any intermediate step necessary or desirable in connection with a Permitted Transaction, all Loan Receivables shall be subject to Transaction Security in favour of the Security Agent for the benefit of the Secured Parties.

For the avoidance of doubt, this Clause 27.17 shall not prohibit or restrict any amendment, supplement, restatement, renewal and/or release and re-grant of Transaction Security which is, in each case, carried out in accordance with clause 18.24 (*Release and re-grant of Transaction Security*) of the Intercreditor Agreement).

27.18. Notes Purchase Condition

(a) No Obligor shall (and the Company shall ensure that no other member of the Group will) repay, prepay, purchase, defease or redeem (or otherwise retire for value) any

Notes or Pari Passu Liabilities outstanding on the Effective Date (or make a legally binding commitment or an offer to do so) (a "**Debt Repurchase**") unless:

(i) such Debt Repurchase is funded directly or indirectly with the proceeds of an Equity Contribution or with any amounts which are capable of being distributed or otherwise paid to a shareholder of the Company, provided that such distribution or payment is not prohibited under Schedule 23 (*Restrictive Covenants*); or

(ii) either:

(A) immediately following such prepayment, purchase, defeasance or redemption (or other retirement for value), the aggregate of the principal amount of Pari Passu Liabilities repaid, prepaid, purchased, defeased or redeemed (or otherwise retired for value) since the Closing Date (other than from the proceeds of any Pari Passu Liabilities) is 50 per cent. or less of the aggregate principal amount of the Senior Secured Notes and any other Pari Passu Liabilities issued on or prior to the Effective Date; or

(B) to the extent that the aggregate principal amount of such prepayments, purchases, defeasances or redemptions (or other retirements for value) exceeds 50 per cent. of the aggregate principal amount of the Senior Secured Notes and any other Pari Passu Liabilities issued on or prior to the Closing Date, the Revolving Facility Commitments shall be cancelled (and, if applicable, the Revolving Facility Utilisations prepaid) on a euro for euro basis in the following order:

(I) **first**, in cancellation of Available Commitments under the Revolving Facility (and the Available Commitment of the Lenders under the Revolving Facility will be cancelled rateably);

(II) **second**, in prepayment of Revolving Facility Utilisations such that (x) outstanding Loans shall be prepaid on a *pro rata* basis; and (y) outstanding Loans shall be prepaid before outstanding Letters of Credit (which shall then be prepaid on a *pro rata* basis) and cancellation, in each case, of the corresponding Revolving Facility Commitments; and

(III) **third**, in (x) repayment of the Ancillary Outstandings (and cancellation of corresponding Ancillary Commitments (including any Fronting Ancillary Commitments and any Fronted Ancillary Commitments)); and (y) cancellation of Ancillary Commitments (including any Fronting Ancillary Commitments and any Fronted Ancillary Commitments) (on a *pro rata* basis) and cancellation, in each case, of the corresponding Revolving Facility Commitments,

provided that, the Total Revolving Facility Commitments shall not be reduced to less than 30 per cent. of the Total Revolving Facility Commitments as at the date of this Agreement; and no Default is continuing or would result from the prepayment, purchase, defeasance or redemption (or other retirement for value).

(b) If a Debt Repurchase occurs, or an offer to make a Debt Repurchase has been made, the Company will promptly notify the Agent of the details of the event, including the amount of the Debt Repurchase.

27.19. Prohibition on Additional Super Senior Debt

(a) The Company will not (and shall ensure that no member of the Group will) enter into any Credit Facilities as defined in Schedule 22 (*Notes Definitions*) which are secured on, and benefit from the proceeds of enforcement of, any Transaction Security *pari passu* with, or in priority to, the Facilities under this Agreement.

(b) For the avoidance of doubt, paragraph (a) above shall not restrict the Company (or any other member of the Group) from incurring any Hedging Obligations (as defined in Schedule 22 (*Notes Definitions*)) which are secured on, and benefit from the proceeds of enforcement of, any Transaction Security *pari passu* with the Facilities under this Agreement to the extent those Hedging Obligations relate to interest rates under any Senior Secured Notes bearing a floating rate of interest as permitted by clause (vii) of sub-paragraph (b) of paragraph 2.2 *Incurrence* of *Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) and paragraph (b) of the definition of Permitted Collateral Lien as defined in Schedule 22 (*Notes Definitions*).

27.20. Holdcos

The Company shall not engage in any business or undertake any other activity, own any assets or incur any liabilities other than where not prohibited under the covenant described under paragraph 2.11 (*Limitation on Company Activities*) of Schedule 23 (*Restrictive Covenants*).

27.21. Dividends and other Distributions

(a) Prior to 30 September 2022, the Company shall not, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's Equity Interests; or

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Company.

(b) Paragraph Prior to 30 September 2022, the Company shall not, directly or indirectly:(a) above shall not apply to any dividend, payment, distribution, purchase, redemption or other step or action (howsoever described) permitted under paragraph 2.1(b)(ix) of Schedule 23 (*Restrictive Covenants*).

28. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 28 is an Event of Default (save for Clauses 28.10 (*Acceleration and/or Other Remedies*) and 28.11 (*U.S. Insolvency Acceleration*)).

28.1. Non-Payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within three Business Days of its due date.

28.2. Other Obligations

(a) An Obligor does not comply with any provision of the Finance Documents to which it is a party (other than those referred to in Clause 28.1 (*Non-Payment*)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied:

(i) in the case of a non-compliance with Clause 27.17 (*Transaction Security*), within 5 Business Days of the earlier of (i) the Agent giving notice to the Company and (ii) the Company becoming aware of the failure to comply; and

(ii) in any other case, within 20 Business Days of the earlier of (A) the Agent giving notice to the Company and (B) the Company becoming aware of the failure to comply.

28.3. Misrepresentation

(a) Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) above will occur if the circumstances giving rise to the misrepresentation are capable of remedy, and are remedied within 20 Business Days of the earlier of (i) the Agent giving notice to the Company and (ii) the Company becoming aware of the misrepresentation.

28.4. Cross Default

(a)

(i) Any Financial Indebtedness (other than intra-Group indebtedness and Financial Indebtedness supported by a Letter of Credit or Bank Guarantee issued under the Revolving Facility or a Guarantee Facility) of any member of the Restricted Group is not paid when due nor within any originally applicable grace period.

(ii) Any Financial Indebtedness (other than intra-Group indebtedness and Financial Indebtedness supported by a Letter of Credit or Bank Guarantee issued under the Revolving Facility or a Guarantee Facility) of any member of the Restricted Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(iii) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness (other than intra-Group indebtedness and Financial Indebtedness supported by a Letter of Credit or Bank Guarantee issued under the Revolving Facility or a Guarantee Facility) of any member of the Restricted Group due and payable prior to its specified maturity as a result of an event of default (however described).

No Event of Default will occur under this paragraph (a) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iii) above is less than EUR 50,000,000 (or its equivalent in any other currency or currencies).

(b) Any Event of Default under, and as defined in, the Senior Secured Notes Indenture has occurred and is continuing.

28.5. Unlawfulness and Invalidity

(a) It is or becomes unlawful for an Obligor, any other member of the Group or any Subordinated Creditor under and as defined in the Intercreditor Agreement to perform any of its obligations under the Finance Documents to which it is a party in circumstances or to an extent which is materially prejudicial to the interests of the Finance Parties under the Finance Documents.

(b) Other than as a result of any release given in accordance with the Finance Documents and subject to the Legal Reservations and Perfection Requirements, any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective or, subject to the Legal Reservations, any subordination created under the Intercreditor Agreement is or becomes unlawful.

(c) Any obligation or obligations of any Obligor under any Finance Documents or any other member of the Group under the Intercreditor Agreement are not or cease to be (in each case, subject to the Legal Reservations) legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders (taken as a whole) under the Finance Documents.

(d) Subject to the Legal Reservations and Perfection Requirements, any Finance Document ceases to be in full force and effect or any Transaction Security or any subordination created under the Intercreditor Agreement ceases to be legal, valid, binding, enforceable or effective or is alleged by an Obligor or other member of the Group (or, in respect of the Intercreditor Agreement, any Subordinated Creditor under and as defined in the Intercreditor Agreement) to be ineffective.

28.6. Intercreditor Agreement

Any:

(a) Obligor or member of the Group that is a party to the Intercreditor Agreement or Subordinated Creditor under, and as defined in, the Intercreditor Agreement fails to comply with the provisions of, or does not perform its obligations under, the Intercreditor Agreement; or

(b) representation or warranty given by any Obligor or member of the Group that is a party to the Intercreditor Agreement or Subordinated Creditor under, and as defined in, the Intercreditor Agreement in the Intercreditor Agreement is incorrect in any material respect,

and, if the non-compliance or circumstances giving rise to the misrepresentation are capable of remedy, it is not remedied within 20 Business Days of the earlier of (i) the Agent giving notice to that party and (ii) that party becoming aware of the non-compliance or misrepresentation.

28.7. Repudiation and Rescission of Agreements

(a) An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document to which it is a party or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

(b) Any member of the Group which is a party to the Intercreditor Agreement or any Subordinated Creditor under, and as defined in, the Intercreditor Agreement rescinds or purports to rescind or repudiates or purports to repudiate the Intercreditor Agreement in whole or in part where to do so has or is, in the reasonable opinion of the Majority Lenders, likely to have a material adverse effect on the interests of the Lenders under the Finance Documents.

28.8. Creditors' Process

Any expropriation, attachment, sequestration, distress or execution (including any of the enforcement proceedings provided for in the French *Code des procédures civiles d'exécution*) or any analogous process in any jurisdiction affects the shares or any material part of the assets of any Obligor, where such expropriation, attachment, sequestration, distress or execution or analogous process has or would reasonably be expected to have a Material Adverse Effect.

28.9. Notes Events of Default

The occurrence of any event of default of the type described in Schedule 24 (*Notes Events of Default*).

28.10. Acceleration and/or Other Remedies

On and at any time after the occurrence of an Event of Default which is continuing the Agent shall, in respect of any French Obligor without *mise en demeure* or any other judicial or extra judicial step, if so directed by the Majority Lenders, but, in respect of any French Obligor, subject to the mandatory provisions of articles L.620-1 to L.670-8 of the French *Code de commerce*:

(a) by notice to the Company:

(i) cancel the Total Commitments and/or each Ancillary Commitments (including any Fronting Ancillary Commitments and any Fronted Ancillary Commitments) at which time they shall immediately be cancelled;

(ii) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable;

(iii) declare that all or part of the Utilisations be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders;

(iv) declare that cash cover in respect of each Letter of Credit and/or Bank Guarantee is immediately due and payable at which time it shall become immediately due and payable;

(v) declare that cash cover in respect of each Letter of Credit and/or Bank Guarantee is payable on demand at which time it shall immediately become due and payable on demand by the Agent on the instructions of the Majority Lenders;

(vi) declare all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities (including, for the avoidance of doubt, any Fronted Ancillary Facilities) to be immediately due

and payable at which time they shall become immediately due and payable; and/or

(vii) declare that all or any part of the amounts (or cash cover in relation to those amounts) outstanding under the Ancillary Facilities (including, for the avoidance of doubt, any Fronted Ancillary Facilities) be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(b) after making demand for payment of any amount outstanding under the Finance Documents, exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28.11. U.S. Insolvency Acceleration

If an Event of Default under sub-paragraph (a) or sub-paragraph (b) of paragraph 2.1 of Schedule 24 (*Notes Events of Default*) shall occur in a U.S. court of competent jurisdiction (an "**Automatic Acceleration Event**") in respect of a U.S. Borrower, then without notice to such U.S. Borrower or any other person or any other act by the Agent or any other person, there shall be no obligations on the part of any Finance Party to advance any further amount or provide any further accommodation to such U.S. Borrower and the principal of the outstanding Loans to such U.S. Borrower, together with all accrued interest thereon, cash cover in respect of each Letter of Credit and/or Bank Guarantee issued for the account of such U.S. Borrower, and all other amounts owed by such U.S. Borrower under the Finance Documents shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived.

SECTION 9
CHANGES TO PARTIES

29. CHANGES TO THE LENDERS

29.1. Assignments and Transfers by the Lenders

(a) Subject to this Clause 29 and to Clause 30 (*Debt Purchase Transactions*), a Lender (the "**Existing Lender**") may:

(i) assign any of its rights; or

(ii) transfer by novation any of its rights and obligations,

under any Finance Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or other entity approved by the Company (the "**New Lender**").

(b) The Agent, acting for these purposes solely as an agent of all Obligors, shall maintain a register (the "**Register**") for the recordation of, and shall record, the names and addresses of the Lenders and the respective amounts of the Commitments and Loans of each Lender to each Borrower from time to time. The Agent shall update the Register to reflect any assignments or transfers made pursuant to this Clause 29 and, notwithstanding anything else in this Agreement, such assignments or transfers are not effective for purposes of this Agreement until reflected in the Register. The entries in the Register shall be conclusive absent manifest error, and each Obligor, the Agent and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by each Obligor and any Lender, at any reasonable time and from time to time upon reasonable prior notice, and the Agent shall provide a copy of the Register to the Company when requested by the Company.

29.2. Conditions of Assignment or Transfer

(a) The consent of the Company is required before any Existing Lender may make an assignment or transfer in accordance with Clause 29.1 (*Assignments and Transfers by the Lenders*) of any of its rights and/or obligations under the Revolving Facility, unless the assignment or transfer is:

(i) to a New Lender (including, for the avoidance of doubt, another Lender or an Affiliate of a Lender) which is a bank and which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Ba2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency and the Existing Lender has consulted with the Company for at least 5 Business Days in respect of the assignment or transfer of any of its rights and/or obligations under the Revolving Facility to such New Lender; or

(ii) made at a time when an Event of Default under Clause 28.1 (*Non-Payment*) or sub-paragraph (a) or sub-paragraph (b) of paragraph 2.1 of Schedule 24 (*Notes Events of Default*) is continuing; or

(iii) to an Affiliate of an Original Lender.

For purposes of this paragraph (a), the Company will be deemed to have given its consent to an assignment or transfer if such consent is not expressly provided or denied by the Company within ten Business Days of receipt by the Company of a written request from the Existing Lender.

(b) The consent of the Company is required before any Existing Lender may make an assignment or transfer in accordance with Clause 29.1 (*Assignments and Transfers by the Lenders*) of any of its rights and/or obligations under a Guarantee Facility, unless the assignment or transfer is:

(i) to a New Lender (including, for the avoidance of doubt, another Lender or an Affiliate of a Lender) which is an insurance company licensed by IATA to provide guarantees to IATA and the Existing Lender has consulted with the Company for at least 5 Business Days in respect of the assignment or transfer of any of its rights and/or obligations under the Guarantee Facility to such New Lender; or

(ii) made at a time when an Event of Default under Clause 28.1 (*Non-Payment*) or sub-paragraph (a) or sub-paragraph (b) of paragraph 2.1 of Schedule 24 (*Notes Events of Default*) is continuing.

(c) No assignment or transfer may be made to a Defaulting Lender without the prior consent of the Company.

(d) No assignment or transfer may be made prior to the Closing Date.

(e) The consent of:

(i) the relevant Issuing Bank is required for any assignment or transfer by an Existing Lender of any of its rights and/or obligations under the Revolving Facility or a Guarantee Facility, as applicable; and

(ii) each Fronting Ancillary Lender is required for any assignment or transfer by an Existing Lender which is a Fronted Ancillary Lender under a Fronted Ancillary Facility provided by such Fronting Ancillary Lender of any of its rights and/or obligations under the Revolving Facility (but only to the extent such assignment or transfer includes an assignment or transfer of such Fronted Ancillary Lender's Fronted Ancillary Commitment),

unless, in each case, the New Lender is: (A) a bank and has a rating for its long-term unsecured and non-credit-enhanced debt obligations of BB or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Ba2 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or: (B) an Affiliate of an Original Lender.

(f) An assignment or transfer of part of a Lender's participation must be:

(i) a minimum amount of EUR 1,000,000 in respect of the relevant Facility (or if less, its remaining Commitments under the relevant Facility); and

(ii) in an amount such that the Base Currency Amount of that Lender's remaining participation (when aggregated with its Affiliates' and Related Funds' participation) in respect of the Facilities is in a minimum amount of EUR 5,000,000.

(g) An assignment will only be effective on:

(i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties and the other Secured Parties as it would have been under if it had been an Original Lender;

(ii) the New Lender entering into the documentation required for it to accede as a party to the Intercreditor Agreement; and

(iii) performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(h) A transfer will only be effective if the New Lender enters into the documentation required for it to accede as a party to the Intercreditor Agreement and if the procedure set out in Clause 29.5 (*Procedure for Transfer*) is complied with.

(i) The Group shall not be required to bear any costs or fees or taxes incurred in relation to any transfer or assignment by an Existing Lender under any Finance Documents, including any costs or fees or taxes required to be incurred to ensure that a New Lender benefits from the Transaction Security.

(j) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 18 (*Tax Gross-Up and Indemnities*) or Clause 19 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (j) shall not apply in relation to Clause 18.2 (*Tax Gross-Up*) to a UK Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (i)(ii)(B) of Clause 18.2 (*Tax Gross-Up*) if the Obligor incorporated in the United Kingdom making the payment has not made a Borrower DTTP Filing in respect of that UK Treaty Lender.

(k) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

29.3. Assignment or Transfer Fee

(a) Subject to paragraph (b) below, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of EUR 3,000.

(b) No fee is payable pursuant to paragraph (a) above if:

(i) the Agent agrees that no fee is payable; or

(ii) the assignment or transfer is made by an Existing Lender:

(A) to an Affiliate of that Existing Lender;

(B) to a fund which is a Related Fund of that Existing Lender; or

(C) in connection with primary syndication of a Facility.

29.4. Limitation of Responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the Transaction Security or any other documents;

(ii) the financial condition of any Obligor;

(iii) the performance and observance by any Obligor or any other member of the Group of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document, and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Finance Parties and the Secured Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and their related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document or the Transaction Security; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and their related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 29; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

29.5. Procedure for Transfer

(a) Subject to the conditions set out in Clause 29.2 (*Conditions of Assignment or Transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by

the Existing Lender and the New Lender and the Agent makes a corresponding entry in the Register pursuant to Clause 29.1 (*Assignments and Transfers by the Lenders*). The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate, provide a copy to the Borrowers and make such corresponding entry in the Register.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender and make a corresponding entry in the Register once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) Subject to Clause 29.11 (*Pro Rata Interest Settlement*), on the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents and in respect of the Transaction Security each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents and in respect of the Transaction Security shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor or other member of the Group and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Arranger, the Security Agent, the New Lender, the other Lenders, the Issuing Bank and any relevant Ancillary Lender shall acquire the same rights and assume the same obligations between themselves and in respect of the Transaction Security as they would have acquired and assumed had the New Lender been an Original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger, the Security Agent, the Issuing Bank and any relevant Ancillary Lender and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and

(iv) the New Lender shall become a Party as a "Lender".

29.6. Procedure for Assignment

(a) Subject to the conditions set out in Clause 29.2 (*Conditions of Assignment or Transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender and the Agent makes a corresponding entry in the Register pursuant to Clause 29.1 (*Assignments and Transfers by the Lenders*). The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement and make such corresponding entry in the Register.

(b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender and make a corresponding entry in the Register once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) Subject to Clause 29.11 (*Pro Rata Interest Settlement*), on the Transfer Date:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents and in respect of the Transaction Security expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "**Relevant Obligations**") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security); and

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.

(d) Lenders may utilise procedures other than those set out in this Clause 29.6 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 29.5 (*Procedure for Transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender), *provided that*, they comply with the conditions set out in Clause 29.2 (*Conditions of Assignment or Transfer*).

29.7. French Law Provisions

In the case of a transfer of rights and/or obligations by the Existing Lender hereunder, the New Lender should, if it considers it necessary to make the transfer effective as against any French Obligor, arrange for such transfer to be notified to, or acknowledged by, such French Obligor.

29.8. Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation or Accordion Guarantee Facility Accession Undertaking to Company

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement, an Increase Confirmation, an Accordion Increase Confirmation or an Accordion Guarantee Facility Accession Undertaking send to the Company and each Luxembourg Obligor a copy of that Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation or Accordion Guarantee Facility Accession Undertaking.

29.9. Security over Lenders' Rights

In addition to the other rights provided to Lenders under this Clause 29, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

29.10. Sub-participations

(a) Subject to paragraph (b) below, any Lender may at any time sub-participate any of its rights or obligations under the Finance Documents to any person, provided that, unless such sub-participation is granted by the relevant Lender to an Affiliate of such Lender, the Company has been provided with at least 5 Business Days prior written notice of such sub-participation or similar arrangement.

(b) No Lender may enter into any sub-participation or similar arrangement with respect to any of its rights or obligations under the Finance Documents where such sub-participation or similar arrangement involves a transfer of any discretion with regard to the exercise of voting rights under any Finance Document, unless the conditions in Clause 29.2 (*Conditions of Assignment or Transfer*) (other than the conditions in paragraphs (g), (h) and (k) of that Clause) are satisfied as if references in that Clause to a "**transfer**" or an "**assignment**" were references to a "**sub-participation**" or "**similar arrangement**".

29.11. Pro Rata Interest Settlement

(a) If the Agent has notified the Lenders that it is able to distribute interest payments on a *"pro rata* basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 29.5 (*Procedure for Transfer*) or any assignment pursuant to Clause 29.6 (*Procedure for Assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

(i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

(ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts so that, for the avoidance of doubt:

(A) when the Accrued Amounts become payable, those Accrued Amounts will be payable for the account of the Existing Lender; and

(B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 29.11,

have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this Clause 29.11 references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

(c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 29.11 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specific group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

29.12. Lender Affiliates and Facility Office

(a) In respect of a Loan or Loans to a particular Borrower (the "**Designated Loans**"), a Lender (a "**Designating Lender**") may at any time and from time to time designate (by written notice to the Agent and the Company):

(i) a substitute Facility Office from which it will make Designated Loans (a "**Substitute Facility Office**"); or

(ii) nominate an Affiliate to act as the Lender of Designated Loans (a "**Substitute Affiliate Lender**").

(b) 52.2(d)Schedule 26A notice to nominate a Substitute Affiliate Lender must be in the form set out in Schedule 26 and be countersigned by the relevant Substitute Affiliate Lender to confirm it will be bound as a Lender under this Agreement and as a Revolving Lender under the Intercreditor Agreement in respect of the Designated Loans in respect of which it acts as Lender.

(c) The Designating Lender will act as the representative of any Substitute Affiliate Lender it nominates for all administrative purposes under this Agreement. The Obligors, the Agent, the Security Agent and the other Finance Parties will be entitled to deal only with the Designating Lender, except that payments will be made in respect of Designated Loans to the Facility Office of the Substitute Affiliate Lender. In particular the Revolving Facility Commitment of the Designating Lender will not be treated as reduced by the introduction of the Substitute Affiliate Lender for voting purposes under this Agreement or the other Finance Documents.

(d) Save as mentioned in paragraph (c) above, a Substitute Affiliate Lender will be treated as a Lender for all purposes under the Finance Documents and as having a Revolving Facility Commitment equal to the principal amount of all Designated Loans in which it is participating if and for so long as it continues to be a Substitute Affiliate Lender under this Agreement.

(e) A Designating Lender may revoke its designation of an Affiliate as a Substitute Affiliate Lender by notice in writing to the Agent and the Company provided that such notice may only take effect when there are no Designated Loans outstanding to the Substitute Affiliate Lender. Upon such Substitute Affiliate Lender ceasing to be a Substitute Affiliate Lender the Designating Lender will automatically assume (and be deemed to assume without further action by any Party) all rights and obligations previously vested in the Substitute Affiliate Lender.

(f) If a Designating Lender designates a Substitute Facility Office or Substitute Affiliate Lender in accordance with this clause:

(i) any Substitute Affiliate Lender shall be treated for the purposes of Clause Clause 18.2 (*Tax Gross-Up*) as having become a Lender on the date of this Agreement; and

(ii) the provisions of paragraph (j) of Clause 29.2 (*Conditions of Assignment or Transfer*) shall not apply to or in respect of any Substitute Facility Office or Substitute Affiliate Lender.

29.13. Spanish Particularities

(a) At the reasonable request of the Agent, (i) each of the New Lender and the Existing Lender (at its own cost) with respect to a duly completed Transfer Certificate and/or Assignment Agreement, (ii) each Increase Lender (at its own cost) with respect to a duly completed Increase Confirmation, (iii) each Accordion Increase Lender (at its own cost) with respect to a duly completed Accordion Increase Confirmation and/or (iv) each Accordion Guarantee Facility Lender (at its own cost) with respect to a duly completed Accordion Guarantee Facility Accession Undertaking, shall promptly raise to the status of a Spanish Public Document the Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation and/or Accordion Guarantee Facility Accession Undertaking.

(b) The Parties agree that a transfer or assignment under this Clause 29 shall constitute a transfer of the guarantees of the Spanish Guarantors and any other ancillary right to the New Lender in the manner set out in Article 1203 et seq. of the Spanish Civil Code, and with the effects set out in Article 1528 of the Spanish Civil Code.

(c) Each Spanish Guarantor hereby expressly waives any right it may have in the future under article 1535 of the Spanish Civil Code to any extent it may be applicable.

30. DEBT PURCHASE TRANSACTIONS

30.1. Permitted Debt Purchase Transactions

The Company shall not, and shall procure that each other member of the Group shall not, (i) enter into any Debt Purchase Transaction or (ii) beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraphs (b) or (c) of the definition of "Debt Purchase Transaction".

30.2. Disenfranchisement on Debt Purchase Transactions entered into by Significant Shareholders

(a) For so long as a Significant Shareholder:

(i) beneficially owns a Commitment; or

(ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated,

in ascertaining:

(A) the Majority Lenders or the Super Majority Lenders; or

(B) whether:

(1) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or

(2) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents such Commitment shall be deemed to be zero and such Significant Shareholder or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Lender for the purposes of paragraphs (A) and (B) above (unless in the case of a person not being a Significant Shareholder it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).

(b) Each Lender shall, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Significant Shareholder (a "**Notifiable Debt Purchase Transaction**"), such notification to be substantially in the form set out in Part I of Schedule 19 (*Forms of Notifiable Debt Purchase Transaction Notice*).

(c) A Lender shall promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:

(i) is terminated; or

(ii) ceases to be with a Significant Shareholder,

such notification to be substantially in the form set out in Part II of Schedule 19 (*Forms of Notifiable Debt Purchase Transaction Notice*).

(d) Each Significant Shareholder that is a Lender agrees that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the request of, or on the instructions of, the Agent or one or more of the Lenders.

31. CHANGES TO THE OBLIGORS

31.1. Assignment and Transfers by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

31.2. Additional Borrowers

(a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 25.9 (*"Know your Customer" Checks*), the Company may request that any of its wholly-owned Restricted Subsidiaries becomes a Borrower under a Facility. That Restricted Subsidiary shall become a Borrower under a Facility if:

(i) it is incorporated or organised in Australia, England and Wales, France, Gibraltar, Luxembourg, Spain, Italy, Sweden, the United States or in any other jurisdiction of incorporation of an existing Borrower under that

Facility or otherwise if all the Lenders under that Facility approve the addition of that Restricted Subsidiary;

(ii) the Company and that Restricted Subsidiary deliver to the Agent a duly completed and executed Accession Deed;

(iii) subject to the Agreed Guarantee and Security Principles, the Restricted Subsidiary is (or becomes) a Guarantor at the same time as or prior to becoming a Borrower;

(iv) the Company confirms that no Default is continuing or would occur as a result of that Restricted Subsidiary becoming an Additional Borrower; and

(v) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent (acting reasonably).

(b) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*).

(c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

(d) This Clause 31.2 shall not apply to any Affiliate of a Borrower that becomes a borrower of an Ancillary Facility with the approval of the relevant Ancillary Lender pursuant to Clause 9.8 (*Affiliates of Borrowers*).

31.3. Resignation of a Borrower

(a) In this Clause 31.3, Clause 31.5 (*Resignation of a Guarantor*) and Clause 31.7 (*Resignation and Release of Security on Disposal*):

(i) "**Third Party Disposal**" means the disposal of:

(A) an Obligor, or of all or substantially all of the assets of such Obligor, or

(B) the shares of an Obligor, or of any direct or indirect Holding Company of an Obligor, which results in such Obligor ceasing to be a Restricted Subsidiary,

in each case, to a person which is not a member of the Restricted Group and where that disposal is not prohibited under Schedule 23 (*Restrictive Covenants*) or made with the approval of the Majority Lenders (and the Company has confirmed this is the case).

(ii) "**Other Resignation Event**" means:

(A) a Permitted Transaction where the resigning Borrower and/or Guarantor is not a surviving entity;

(B) any transfer (whether in a single transaction or a series of transactions (whether related or not)) by a Guarantor of the whole or substantially the whole of its assets to one or more other Guarantors; or

(C) the Company designates any Obligor as an Unrestricted Subsidiary in accordance with paragraph 2.8 (*Designation of Restricted and Unrestricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*).

(b) If a Borrower is, or is proposed to be, the subject of a Third Party Disposal or an Other Resignation Event, or if the Super Majority Lenders have otherwise consented to the resignation of that Borrower, the Company may request that such Borrower (other than the Company) ceases to be a Borrower by delivering to the Agent a Resignation Letter.

(c) The Agent shall accept a Resignation Letter and notify the Company and the other Finance Parties of its acceptance if:

(i) the Company has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;

(ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents; and

(iii) where the Borrower is also a Guarantor (unless it is resigning as a Guarantor in accordance with Clause 31.5 (*Resignation of a Guarantor*) concurrently with its resignation as a Borrower), its obligations in its capacity as Guarantor continue to be legal, valid, binding and enforceable and in full force and effect (in each case, subject to the Legal Reservations) and the amount guaranteed by it as a Guarantor will not be materially less than the amount guaranteed by it as a Guarantor if it were to remain as a Borrower with no actual or contingent obligations as a Borrower under any Finance Documents.

(d) Upon notification by the Agent to the Company of its acceptance of the resignation of a Borrower, that member of the Group shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents as a Borrower except that in the case of a Third Party Disposal or Other Resignation Event that the resignation shall not take effect (and the Borrower will continue to have rights and obligations under the Finance Documents) until the date on which the Third Party Disposal or Other Resignation Event takes effect.

(e) The Agent may, at the cost and expense of the Company, require a legal opinion from counsel to the Agent confirming the matters set out in paragraph (c)(iii) above and the Agent shall be under no obligation to accept a Resignation Letter until it has obtained such opinion in form and substance satisfactory to it (acting reasonably).

31.4. Additional Guarantors

(a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 25.9 (*"Know your Customer" Checks*), the Company may request that any of its Restricted Subsidiaries become a Guarantor.

(b) Within 120 days after the audited annual consolidated financial statements of the Company become available for each Financial Year, beginning with the Financial Year ending 31 March 2023, the Company shall procure that:

(i) any Restricted Subsidiary which is or becomes a Material Company after the Closing Date (other than any Restricted Subsidiary which was a Material Company on the Closing Date, but was not an Original Guarantor); and

(ii) any Restricted Subsidiary of that is a direct Subsidiary of the Company (except for any Restricted Subsidiary that is already a Guarantor),

shall, in each case, subject to the Agreed Guarantee and Security Principles, become an Additional Guarantor and accede to the Intercreditor Agreement.

(c) A Restricted Subsidiary shall become an Additional Guarantor if:

(i) the Company and the proposed Additional Guarantor deliver to the Agent a duly completed and executed Accession Deed; and

(ii) the Agent has received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Agent (acting reasonably).

(d) The Agent shall notify the Company and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it (acting reasonably)) all the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*).

(e) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (e) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

31.5. Resignation of a Guarantor

(a) The Company may request that a Guarantor (other than the Company) ceases to be a Guarantor by delivering to the Agent a Resignation Letter if:

(i) that Guarantor is being disposed of by way of a Third Party Disposal or is subject to an Other Resignation Event (each as defined in Clause 31.3 (*Resignation of a Borrower*)) and the Company has confirmed this is the case; or

(ii) the Super Majority Lenders have consented to the resignation of that Guarantor.

(b) The Agent shall accept a Resignation Letter and notify the Company and the Lenders of its acceptance if:

(i) the Company has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter;

(ii) no payment is due from the Guarantor under Clause 23.1 (*Guarantee and Indemnity*); and

(iii) where the Guarantor is also a Borrower, it is under no actual or contingent obligations as a Borrower and has resigned and ceased to be a Borrower under Clause 31.3 (*Resignation of a Borrower*).

(c) In the case of a Third Party Disposal or Other Resignation Event, the resignation of that Guarantor shall not be effective until the date of the relevant Third Party Disposal or Other Resignation Event at which time that relevant member of the Group shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor.

(d) Notwithstanding the above, any Restricted Subsidiary which has become a Guarantor pursuant to paragraph 2.9 (*Additional Guarantees*) of Schedule 2 (*Conditions Precedent*) as a result of such Restricted Subsidiary guaranteeing other Credit Facilities or Public Debt (each as defined in Schedule 22 (*Notes Definitions*) shall automatically and unconditionally cease to be a Guarantor, and its obligations under the Finance Documents as a Guarantor shall automatically and unconditionally be released and discharged, when such other indebtedness is released and discharged.

31.6. Repetition of Representations

Delivery of an Accession Deed constitutes confirmation by the relevant Restricted Subsidiary that the representations and warranties referred to in paragraph (f) of Clause 24.30 (*Times When Representations Made*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

31.7. Resignation and Release of Security on Disposal

If a Borrower or Guarantor (other than the Company) is or is proposed to be the subject of a Third Party Disposal then:

(a) where that Borrower or Guarantor had created Transaction Security over any of its assets or business in favour of the Security Agent and/or any other Secured Party, or Transaction Security in favour of the Security Agent and/or any other Secured Party was created over the shares (or equivalent) of that Borrower or Guarantor, the Security Agent shall, at the cost and request of the Company, release for and on its own behalf and for and on behalf of the other Secured Parties those assets, business or shares (or equivalent) and issue certificates of non-crystallisation; and

(b) any resignation of that Borrower or Guarantor and related release of Transaction Security referred to in paragraph (a) above shall become effective only on the making of that disposal.

SECTION 10
THE FINANCE PARTIES

32. ROLE OF THE AGENT, THE ARRANGER, THE ISSUING BANK AND OTHERS

32.1. Appointment of the Agent

(a) Each of the Arranger, the Lenders and the Issuing Bank appoints the Agent to act as its agent under and in connection with the Finance Documents.

(b) Each of the Arranger, the Lenders and the Issuing Bank authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions, including appearing before Spanish notaries to grant or execute any Spanish Public Document or private document related to this mandate and, specifically, those deemed necessary or appropriate according to the mandate received (including, but not limited to (i) amendments or ratifications of this Agreement and the Intercreditor Agreement, (ii) documents relating to the release of any Guarantors from their obligations or (iii) acceptance of acknowledgement of debts by Obligors (*reconocimientos de deuda*)).

(c) Each Finance Party hereby releases, to the extent legally possible, the Agent from any restrictions of self-dealing (*autocontratación*) and multi-representation under any applicable law and authorises the Security Agent to act on its behalf even if it involves conflict of interest. Any Finance Party prevented by applicable law or its constitutional documents to grant the release from such restrictions shall notify the Agent in writing without undue delay.

(d) In particular, each Finance Party hereby grants full power to the Agent so that the Agent, acting through a duly appointed representative, may exercise in the name and instead of each Finance Party the following actions:

(i) to execute and/or appear before a notary public and raise into the status of a public document this Agreement, any Transaction Security Document or other Finance Document, or any novation, amendment, assignment, release or ratification thereto;

(ii) appear before a notary public and accept, execute, amend, assign ratify or release any type of guarantee or security, or irrevocable power of attorney, or any amendment or supplement thereto, whether personal or real, granted in favour of the Secured Parties (whether in its own capacity or as agent of other parties) over any and all shares, rights, receivables, goods and chattels, fixing their price for the purposes of an auction and the address for serving of notices and submitting to the jurisdiction of law courts by waiving its own forum, all of the foregoing under the terms and conditions which the duly appointed representative may freely agree, signing the notarial deeds (*escrituras públicas*) or intervened deeds (*pólizas intervenidas*) that the duly appointed representative may deem fit;

(iii) ratify, if necessary or convenient, any such *escrituras públicas* or *pólizas intervenidas* executed by an orally appointed representative in the name or on behalf of the Finance Parties;

(iv) execute and/or do any and all deeds, documents, acts and things, required in connection with the execution of any Finance Documents, and/or the

execution of any further notarial deed of amendment (*escritura pública de rectificación o subsanación*) that may be required for the purpose or in connection with the power granted in this Clause 32.1(d)(iv)

(v) execute in the name of any of the Finance Parties (whether in its own capacity or as agent of other parties) any novation, amendment or ratification to any Finance Document and appear before a notary public and raise into the status of a public document such documents;

(vi) carry out, execute, effect and perform all the actions that may be necessary or convenient for the purposes of complying with the purpose of this Agreement, including, but not limited to the granting of any public, and or, private document and or any action required for the purposes of enforcing in Spain any Transaction Security Document;

(vii) to represent the Secured Parties in any auction of any asset charged under the relevant Spanish Transaction Security Document and grant, in their name and on their behalf, all private and public documents as may be necessary in relation to the enforcement of the Spanish Transaction Security Documents (including the deed of auction/sale) and the transfer of credit rights (or other pledged assets) in favour of the acquirer(s) according to the terms of the Spanish Transaction Security Documents;

(viii) to dispose or formalise the disposal of any asset charged under the relevant Spanish Transaction Security Document in favour of the acquirer(s) which are becoming their owner(s) as a result of the auction or as a result of any of the enforcement proceedings foreseen in the Spanish Transaction Security Documents; and/or

(ix) to request and obtain the copy issued for enforcement purposes (*copia ejecutiva*) of any of the Spanish Transaction Security Documents.

(e) Additionally, upon enforcement in Spain of any Transaction Security Documents, the Finance Parties undertake to:

(i) grant a power of attorney in favour of the Agent, as applicable, for any action to be carried out in Spain under the instructions received in accordance with this Agreement (or, in case any Finance Party is unable to authorise the Agent to carry out such action, to join the Security Agent if applicable in any action instructed to it in accordance with this Agreement); and/or

(ii) take any action or appear in any proceeding in Spain, as may be required by the Agent, as applicable, to enforce the Transaction Security Documents subject to Spanish law and, to such effect, follow the instructions received from each of them.

(f) A Finance Party that cannot authorise or empower, or has not authorised or empowered, the Agent to appear on its behalf before a Spanish notary (such Finance Party being an "**Executing Finance Party**") shall notify the Agent that it is an Executing Finance Party on or before the Effective Date (or on or before the date it becomes party to this Agreement as a Lender) and irrevocably undertakes to appear and execute with the Agent any relevant document before a Spanish Notary.

(g) For the purposes of paragraph (c) above, Banco Santander, S.A., CaixaBank, S.A. and Banco Bilbao Vizcaya Argentaria, S.A. shall be considered an Executing Finance Party.

32.2. Instructions

(a) The Agent shall:

(i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision;

(B) the Super Majority Lenders if the relevant Finance Document stipulates the matter is a Super Majority Lender decision; and

(C) in all other cases, the Majority Lenders; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.

(b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

(d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

(e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

(f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (f) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Transaction Security Documents or enforcement of the Transaction Security or Transaction Security Documents.

32.3. Duties of the Agent

(a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

(b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

(c) Without prejudice to Clause 29.8 (*Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation or Accordion Guarantee Facility Accession Undertaking to Company*) and paragraph (e) of Clause 7.4 (*Cash collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement, any Increase Confirmation, any Accordion Increase Confirmation or any Accordion Guarantee Facility Accession Undertaking.

(d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

(f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the Arranger or the Security Agent) under this Agreement it shall promptly notify the other Finance Parties.

(g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

32.4. Role of the Arranger

Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

32.5. No Fiduciary Duties

(a) Nothing in any Finance Document constitutes the Agent, the Arranger or the Issuing Bank as a trustee or fiduciary of any other person.

(b) None of the Agent, the Arranger, the Issuing Bank or any Ancillary Lender shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

32.6. Business with the Group

The Agent, the Arranger, the Issuing Bank and each Ancillary Lender may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

32.7. Rights and Discretions

(a) The Agent and the Issuing Bank may:

(i) rely on any representation, communication, notice or document (including, without limitation, any notice given by a Lender pursuant to paragraph (b) or (c) of Clause 30.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Significant Shareholders*)) believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Majority Lenders any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

(i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 28.1 (*Non-Payment*));

(ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised;

(iii) any notice or request made by the Company (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors; and

(iv) no Notifiable Debt Purchase Transaction:

(A) has been entered into;

(B) has been terminated; or

(C) has ceased to be with a Significant Shareholder.

(c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

(e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(f) The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

(g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

(h) Without prejudice to the generality of paragraph (g) above, the Agent:

(i) may disclose; and

(ii) on the written request of the Company or the Majority Lenders shall, as soon as reasonably practicable, disclose,

the identity of a Defaulting Lender to the Company and to the other Finance Parties.

(i) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Arranger or the Issuing Bank is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(j) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

32.8. Responsibility for Documentation

None of the Agent, the Arranger, the Issuing Bank or any Ancillary Lender is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Arranger, the Issuing Bank, an Ancillary Lender, an Obligor or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security; or

(c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

32.9. No Duty to Monitor

The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

32.10. Exclusion of Liability

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Issuing Bank or any Ancillary Lender), none of the Agent, the Issuing Bank nor any Ancillary Lender will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Transaction Security, unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Transaction Security; or

(iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Agent, the Issuing Bank or an Ancillary Lender (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Issuing Bank or any Ancillary Lender, in respect of any claim it might have against the Agent, the Issuing Bank or an Ancillary Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent, the Issuing Bank or any Ancillary Lender may rely on this Clause subject to Clause 1.10 (*Third Party Rights*) and the provisions of the Third Parties Act.

(c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

(d) Nothing in this Agreement shall oblige the Agent or the Arranger to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent and the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Arranger.

(e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Transaction Security shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default), but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

(f) Each Lender will be responsible for carrying out any Spanish formalities required under Spanish law pursuant to the terms of this Agreement.

32.11. Lenders' Indemnity to the Agent

(a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct or deliberate breach of the terms of this Agreement) (or, in the case of any cost, loss or liability pursuant to Clause 35.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever, but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).

(b) Subject to paragraph (c) below, the Company shall within five Business Days of demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to paragraph (a) above.

(c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

32.12. Resignation of the Agent

(a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving not less than ten Business Days' notice to the Lenders and the Company.

(b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Company, in which case the Majority Lenders (after consultation with the Company) may appoint a successor Agent.

(c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Company) may appoint a successor Agent (acting through an office in the United Kingdom).

(d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 32.12 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with the current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties, *provided that*, no such amendment will require any additional or larger payment to be made by any member of the Group or otherwise increase the liability of any member of the Group without the prior written consent of the Company.

(e) The retiring Agent shall at its own cost make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(f) The Agent's resignation notice shall only take effect upon the appointment of a successor.

(g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 20.3 (*Indemnity to the Agent*) and this Clause 32 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

(h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(i) the Agent fails to respond to a request under Clause 18.9 (*FATCA Deduction*) and the Company or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(ii) the information supplied by the Agent pursuant to Clause 18.9 (*FATCA Deduction*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(iii) the Agent notifies the Company and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Company or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Company or that Lender, by notice to the Agent, requires it to resign.

32.13. Replacement of the Agent

(a) After consultation with the Company, the Majority Lenders may, by giving 30 days' notice to the Agent (or, at any time the Agent is an Impaired Agent, by giving any shorter notice determined by the Majority Lenders) replace the Agent by appointing a successor Agent (acting through an office in the United Kingdom).

(b) The Company may, on no less than 30 days' prior notice to the Agent, replace the Agent by requiring the Majority Lenders to appoint a successor Agent, if any amount payable under a Finance Document by a French Borrower becomes non-deductible from that French Borrower's taxable income for French tax purposes by reason of that amount (i) being paid or accrued to an Agent incorporated, domiciled or acting through an office situated in a Non-Cooperative Jurisdiction or (ii) being paid to an account opened in the name of or for the benefit of that Agent in a financial institution situated in a Non-Cooperative Jurisdiction. In this case, the Agent shall resign and the Majority Lenders (after consultation of the Company) shall appoint a successor Agent (acting through an office in England or Spain unless they qualify as Non-Cooperative Jurisdiction at that time) within 30 days after notice of replacement was given, which shall not be incorporated, domiciled or acting through an office situated in a Non-Cooperative Jurisdiction.

(c) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

(d) The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (c) above) but shall remain entitled to the benefit of Clause 20.3 (*Indemnity to the Agent*) and this Clause 32 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(e) Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

32.14. Confidentiality

(a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

32.15. Relationship with the Lenders

(a) Subject to Clause 29.11 (*Pro Rata Interest Settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:

(i) entitled to or liable for any payment due under any Finance Document on that day; and

(ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

(b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 37.6 (*Electronic Communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 37.2 (*Addresses*) and paragraph (a)(ii) of Clause 37.6 (*Electronic Communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

32.16. Credit Appraisal by the Lenders, Issuing Bank and Ancillary Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender, Issuing Bank and Ancillary Lender confirms to the Agent, the Arranger, the Issuing Bank and each Ancillary Lender that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(c) whether that Lender, Issuing Bank or Ancillary Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Transaction Security or the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Transaction Security;

(d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement,

arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.

32.17. Deduction from Amounts Payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

32.18. Reliance and Engagement Letters

Each Finance Party and Secured Party confirms that each of the Arranger and the Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Arranger or Agent) the terms of any reliance letter or engagement letters relating to any reports or letters provided by accountants in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

32.19. Role of Reference Banks

(a) No Reference Bank is under any obligation to provide a quotation or any other information to the Agent.

(b) No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.

(c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this Clause 32.19 subject to Clause 1.10 (*Third Party Rights*) and the provisions of the Third Parties Act.

32.20. Third party Reference Banks

A Reference Bank which is not a Party may rely on Clause 32.19 (*Role of Reference Banks*), paragraph (a) of Clause 41.5 (*Other Exceptions*) and Clause 43 (*Confidentiality of Funding Rates and Reference Bank Quotations*), subject to Clause 1.10 (*Third Party Rights*) and the provisions of the Third Parties Act.

33. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

34. SHARING AMONG THE FINANCE PARTIES

34.1. Payments to Finance Parties

(a) Subject to paragraphs (b), (c) and (d) below, if a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 35 (*Payment Mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

(i) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery, to the Agent;

(ii) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 35 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(iii) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 35.6 (*Partial Payments*).

(b) Paragraph (a) above shall not apply to any amount received or recovered by an Issuing Bank or an Ancillary Lender in respect of any cash cover provided for the benefit of that Issuing Bank or that Ancillary Lender.

(c) This Clause 34.1 shall not apply to the extent that the Recovering Finance Party has received an amount in excess of the amount it would have received in accordance with Clause 35 (*Payment Mechanics*) as a result of the application to any other Finance Party of any legal provision establishing mandatory subordination of such other Finance Party's credit in a Borrower's insolvency proceedings. In particular, this Clause 34.1 shall not apply to the extent that, in the event of insolvency of the Company or any Spanish Obligor, a Lender is declared to be a specially related person under article 283 of the Spanish Insolvency Law (the "**Related Lender**") and, as a result thereof, the credit rights of that Lender against the Company or the applicable Spanish obligor under this Agreement are considered subordinated claims for the purposes of the insolvency proceedings. In such event all payments received by the Lenders shall be distributed in full amongst all Lenders, excluding any Related Lender, in proportion to their respective participation in the Facility.

(d) Without prejudice to paragraph (c) above, this Clause 34.1 shall apply to the extent that a Recovering Finance Party has received an amount in excess of the amount it would have received in accordance with Clause 35 (*Payment Mechanics*) pursuant to article 280.7 of the Spanish Insolvency Law, unless the Recovering Finance Party prior to commencement of insolvency proceedings against a Borrower has requested the Agent to start such proceedings jointly on behalf of the Lenders which have granted the relevant powers of attorney and such request has not been approved by the Majority Lenders within five Business Days of such request.

34.2. Redistribution of Payments

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 35.6 (*Partial Payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

34.3. Recovering Finance Party's rights

On a distribution by the Agent under Clause 34.2 (*Redistribution of Payments*), of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

34.4. Reversal of Redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

34.5. Exceptions

(a) This Clause 34 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Finance Party of the legal or arbitration proceedings; and

(ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

34.6. Ancillary Lenders

(a) This Clause 34 shall not apply to any receipt or recovery by a Lender in its capacity as an Ancillary Lender (including, for the avoidance of doubt, any Fronting Ancillary Lender) at any time prior to the exercise by the Agent of any of its rights under Clause 28.10 (*Acceleration and/or Other Remedies*).

(b) Following the exercise by the Agent of any of its rights under Clause 28.10 (*Acceleration and/or Other Remedies*), this Clause 34 shall apply to all receipts or recoveries by Ancillary Lenders (including, for the avoidance of doubt, any Fronting

Ancillary Lenders) except to the extent that the receipt or recovery represents a reduction of the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings.

SECTION 11
ADMINISTRATION

35. PAYMENT MECHANICS

35.1. Payments to the Agent

(a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, excluding a payment under the terms of an Ancillary Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

35.2. Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 35.3 (*Distributions to an Obligor*) and Clause 35.4 (*Clawback and Pre-Funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

35.3. Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with Clause 36 (*Set-Off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

35.4. Clawback and Pre-Funding

(a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

(b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

(c) If the Agent is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:

(i) the Agent shall notify the Company of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and

(ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender (and if the Borrower pays such amount, the relevant Lender will on demand pay to the Borrower such amount).

35.5. Impaired Agent

(a) If, at any time, the Agent becomes an Impaired Agent, an Obligor or a Lender which is required to make a payment under the Finance Documents to the Agent in accordance with Clause 35.1 (*Payments to the Agent*) may instead either:

(i) pay that amount direct to the required recipient(s); or

(ii) if in its absolute discretion it considers that it is not reasonably practicable to pay that amount direct to the required recipient(s), pay that amount or the relevant part of that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Obligor or the Lender making the payment (the "**Paying Party**") and designated as a trust account for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents (the "**Recipient Party**" or "**Recipient Parties**").

In each case such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the Recipient Party or the Recipient Parties *pro rata* to their respective entitlements.

(c) A Party which has made a payment in accordance with this Clause 35.5 shall be discharged of the relevant payment obligation under the Finance Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Clause 32.13 (*Replacement of the Agent*), each Paying Party shall (other than to the extent that that Party has given an instruction pursuant to paragraph (e) below) give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution to the relevant Recipient Party or Recipient Parties in accordance with Clause 35.2 (*Distributions by the Agent*).

(e) A Paying Party shall, promptly upon request by a Recipient Party and to the extent:

(i) that it has not given an instruction pursuant to paragraph (d) above; and

(ii) that it has been provided with the necessary information by that Recipient Party,

give all requisite instructions to the bank with whom the trust account is held to transfer the relevant amount (together with any accrued interest) to that Recipient Party.

35.6. Partial Payments

(a) If the Agent receives a payment for application against amounts due in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(i) **first,** in or towards payment *pro rata* of any unpaid amount owing to the Agent, the Arranger, the Issuing Bank (other than any amount under Clause 7.2 (*Claims under a Letter of Credit or Bank Guarantee*) or, to the extent relating to the reimbursement of a claim (as defined in Clause 7.2 (*Claims under a Letter of Credit or Bank Guarantee*)), Clause 7.3 (*Indemnities*)) or the Security Agent under the Finance Documents;

(ii) **secondly,** in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents;

(iii) **thirdly,** in or towards payment *pro rata* of any principal due but unpaid under those Finance Documents and any amount due but unpaid under Clause 7.2 (*Claims under a Letter of Credit or Bank Guarantee*) and Clause 7.3 (*Indemnities*); and

(iv) **fourthly,** in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

35.7. Set-off by Obligors

Without prejudice to Clause 10 (*Repayment*) all payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

35.8. Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

35.9. Currency of Account

(a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

35.10. Change of Currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Company); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

35.11. Disruption to payment systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Company that a Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Company, consult with the Company with a view to agreeing with the Company such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Company in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Company shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the

Finance Documents notwithstanding the provisions of Clause 41 (*Amendments and Waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 35.11; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

36. SET-OFF

(a) Without prejudice to its rights at law, a Finance Party may at any time after the occurrence of an Event of Default which is continuing set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(b) Any credit balances taken into account by an Ancillary Lender when operating a net limit in respect of any overdraft under an Ancillary Facility shall on enforcement of the Finance Documents be applied first in reduction of the overdraft provided under that Ancillary Facility in accordance with its terms.

37. NOTICES

37.1. Communications in Writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

37.2. Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Company, that identified with its name on the signature pages to this Agreement below;

(b) in the case of each Lender, the Issuing Bank, each Ancillary Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and

(c) in the case of the Agent or the Security Agent, that identified with its name on the signature pages to this Agreement below,

or any substitute address, fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

37.3. Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 37.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Agent.

(d) Any communication or document made or delivered to the Company in accordance with this Clause 37.3 will be deemed to have been made or delivered to each of the Obligors.

(e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

37.4. Notification of Address and Fax Number

Promptly upon changing its own address or fax number, the Agent shall notify the other Parties.

37.5. Communication when Agent is Impaired Agent

If the Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Agent, communicate with each other directly and (while the Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made or notices to be given to or by the Agent shall be varied so that communications may be made and notices given to or by the relevant Parties directly. This provision shall not operate after a replacement Agent has been appointed.

37.6. Electronic Communication

(a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.

(c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or Security Agent shall specify for this purpose.

(d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 37.6.

37.7. Direct electronic delivery by Company

The Company may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 37.6 (*Electronic Communication*) to the extent that Lender and the Agent agree to this method of delivery.

37.8. English Language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

38. CALCULATIONS AND CERTIFICATES

38.1. Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

38.2. Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates.

38.3. Day Count Convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

39. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

40. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party or Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

41. AMENDMENTS AND WAIVERS

41.1. Intercreditor Agreement

This Clause 41 is subject to the terms of the Intercreditor Agreement.

41.2. Required Consents

(a) Subject to Clause 41.3 (*All Lender Matters*), Clause 41.4 (*Super Majority Matters*) and Clause 41.5 (*Other Exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Company and any such amendment or waiver will be binding on all Parties.

(b) The Agent may effect, on behalf of any Finance Party (other than, with respect to any amendment, any Excluded Finance Party), any amendment or waiver permitted by this Clause 41. Any Excluded Finance Party hereby irrevocably and unconditionally undertakes, promptly on the request of the Company, to:

(i) join the Agent in any amendment permitted by this Clause 41 or, if required, to the extent legally possible, to grant powers of attorney in favour of the Agent so that it can execute such amendment on its behalf; and

(ii) abide by and act, or refrain from acting, in accordance with, any decision of the Majority Lenders, the Super Majority Lenders or all the Lenders (as the case may be) made in accordance with this Agreement.

(c) Without prejudice to the generality of paragraphs (c), (d) and (e) of Clause 32.7 (*Rights and Discretions*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.

(d) Each Obligor agrees to any such amendment or waiver permitted by this Clause 41 which is agreed to by the Company. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of all of the Guarantors.

(e) Paragraph (c) of Clause 29.11 (*Pro Rata Interest Settlement*) shall apply to this Clause 41.

41.3. All Lender Matters

Subject to Clause 41.6 (*Replacement of Screen Rate*) and Clause 41.7 (*Structural Adjustment*), an amendment or waiver of, or in relation to, any term of any Finance Document that has the effect of changing or which relates to:

(a) the definition of "Majority Lenders" or "Super Majority Lenders" in Clause 1 (*Definitions*);

(b) an extension to the date of payment of any amount under the Finance Documents (other than in relation to Clause 12 (*Mandatory Prepayment and Cancellation*));

(c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;

(d) a change in currency of payment of any amount under the Finance Documents;

(e) an increase in any Commitment or the Total Commitments (excluding, for the avoidance of doubt, the establishment of any Commitment in respect of an Accordion Increase), an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;

(f) a change to the Borrowers or Guarantors other than in accordance with Clause 31 (*Changes to the Obligors*);

(g) any provision which expressly requires the consent of all the Lenders; or

(h) Clause 2.5 (*Finance Parties' Rights and Obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 11.1 (*Illegality*), Clause 13.8 (*Application of Prepayments*), paragraph (a) of Clause 27.18 (*Notes Purchase Condition*), Clause 29 (*Changes to the Lenders*), Clause 31 (*Changes to the Obligors*), this Clause 41, Clause 48 (*Governing Law*) or Clause 49.1 (*Jurisdiction of English Courts*),

shall not be made, or given, without the prior consent of all the Lenders.

41.4. Super Majority Matters

An amendment, waiver or (in the case of a Transaction Security Document) a consent of, or in relation to, any term of a Finance Document that has the effect of changing or which relates to:

(a) (other than as expressly permitted by this Agreement, the Intercreditor Agreement or any other Finance Document):

(i) the nature or scope of (but not the release of) the Charged Property; or

(ii) the manner in which the proceeds of enforcement of the Transaction Security are distributed (but, for the avoidance of doubt, without prejudice to paragraph (b) of Clause 35.6 (*Partial Payments*))

except, in each case, insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is permitted under Schedule 23 (*Restrictive Covenants*), a Permitted Transaction or otherwise expressly permitted under this Agreement or any other Finance Document;

(b) the release of any guarantee or indemnity granted under Clause 23 (*Guarantee and Indemnity*) or of any Transaction Security unless expressly permitted under this Agreement, the Intercreditor Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is permitted under Schedule 23 (*Restrictive Covenants*), a Permitted Transaction or otherwise permitted under this Agreement, the Intercreditor Agreement or any other Finance Document;

(c) the order of priority or subordination under the Intercreditor Agreement;

(d) clause 11 (*Redistribution*), clause 16 (*Application of Proceeds*), paragraphs (d)(iii), (e) and (f) of clause 18.2 (*Instructions*) or clause 26 (*Consents, Amendments and Override*) of the Intercreditor Agreement; or

(e) Clause 12.1 (*Exit*) or the definition of "Change of Control" in Clause 1 (*Definitions*),

shall not be made, or given, without the prior consent of the Super Majority Lenders.

41.5. Other Exceptions

(a) An amendment or waiver which relates to the rights or obligations of the Agent, the Arranger, the Issuing Bank, the Security Agent, any Ancillary Lender or any Reference Bank (each in their capacity as such) may not be effected without the consent of the Agent, the Arranger, the Issuing Bank, the Security Agent, that Ancillary Lender or as the case may be, that Reference Bank.

(b) Any amendment or waiver (other than an amendment or waiver to which Clause 41.7 (*Structural Adjustment*) applies or would, but for this paragraph (b), apply) which:

(i) relates only to the rights or obligations applicable to a particular Utilisation, Facility or class of Lender; and

(ii) does not materially and adversely affect the rights or interests of Lenders in respect of any other Utilisation or Facility or another class of Lender,

may be made in accordance with this Clause 41 but as if references in this Clause 41 to the specified proportion of Lenders (including, for the avoidance of doubt, all the Lenders) whose consent would, but for this paragraph (b), be required for that amendment or waiver were to that proportion of the Lenders participating in that particular Utilisation or Facility or forming part of that particular class.

(c) Any amendment or waiver in relation to any term of any Finance Document that has the effect of changing or that relates to the definition of "Restricted Lender" shall not be made, or given, without the consent of all the Restricted Lenders.

41.6. Replacement of Screen Rate

(a) Subject to paragraph (a) of Clause 41.5 (*Other Exceptions*) if a Screen Rate Replacement Event has occurred in relation to any Screen Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to that currency in place of that Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Company.

(b) In this Clause 41.6:

(i) "**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

(ii) "**Replacement Benchmark**" means a benchmark rate which is:

(A) formally designated, nominated or recommended as the replacement for a Screen Rate by:

(1) the administrator of that Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Screen Rate); or

(2) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(B) in the opinion of the Majority Lenders and the Company, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Screen Rate; or

(C) in the opinion of the Majority Lenders and the Company, an appropriate successor to a Screen Rate.

(iii) "**Screen Rate Replacement Event**" means, in relation to a Screen Rate:

(A) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders, and the Company, materially changed;

(B)

(1)

(A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

(2) the administrator of that Screen Rate publicly announces that it has ceased or will cease to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;

(3) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or

(4) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or

(C) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(1) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Company) temporary; or

(2) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one month, or

(D) in the opinion of the Majority Lenders and the Company, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

41.7. Structural Adjustment

(a) In this Agreement:

(i) "**Adjustment**" means:

(A) the introduction of a New Tranche into the Finance Documents;

(B) an increase in any Existing Tranche; or

(C) an extension of the Availability Period applicable to the Revolving Facility or a Guarantee Facility.

(ii) "**Consequential Amendment**" means, in relation to a Major Structural Adjustment, a Minor Structural Adjustment or a Payables Reduction, any amendment, waiver or consent of, or in relation to, any Finance Document consequential on, or required to implement or reflect, that Major Structural Adjustment, Minor Structural Adjustment or Payables Reduction.

(iii) "**Existing Tranche**" means any Commitment in respect of, and any Loan made under, an existing Facility.

(iv) "**Facilities Amount**" means at any time, the then aggregate (without double counting) of the amount in the Base Currency (as determined by the Agent by reference to the Agent's Spot Rate of Exchange) of:

(A) the amounts borrowed and not repaid or prepaid; and

(B) the committed financial accommodation available (or potentially available),

under the Finance Documents.

(v) "**Facilities Increase**" means, in relation to an Adjustment, the extent to which the Facilities Amount immediately after that Adjustment would (as a result of that Adjustment and after taking account of any repayment of any Utilisation, or any cancellation of any Commitment, to be effected at the same time as, or immediately following that Adjustment) exceed the Facilities Amount immediately before that Adjustment.

(vi) "**Major Structural Adjustment**" means an amendment, waiver or consent that is not a Minor Structural Adjustment and that results in, or is intended to result in:

(A) an Adjustment where the indebtedness in respect of any New Tranche introduced into the Finance Documents ranks *pari passu* with the indebtedness in respect of the Facilities;

(B) the introduction of a New Tranche into the Finance Documents where the indebtedness in respect of that New Tranche ranks junior to the indebtedness in respect of the Facilities;

(C) the transfer of an Existing Tranche (or any participation in an Existing Tranche) into any New Tranche described in paragraph (A) or paragraph (B) above; or

(D) a change in currency of any Existing Tranche or of any amount payable under any Finance Document.

(vii) "**Minor Structural Adjustment**" means an amendment, waiver or consent that results in, or is intended to result in:

(A) an Adjustment which would not result in a Facilities Increase or a change in currency of an Existing Tranche or of any amount payable under any Finance Document and where the indebtedness in respect of any New Tranche introduced pursuant to that Adjustment ranks *pari passu* with, or junior to, the indebtedness in respect of the Facilities; or

(B) the transfer of an Existing Tranche (or any participation in an Existing Tranche) into any New Tranche introduced pursuant to paragraph (A) above where each Lender which has an Existing Tranche (or a participation in that Existing Tranche) has the opportunity (but not the obligation) to transfer that Existing Tranche (or that participation) into that New Tranche.

(viii) "**New Tranche**" means any additional tranche, loan, facility or commitment.

(ix) "**Payables Reduction**" means an amendment, waiver or consent that results in, or is intended to result in:

(A) an extension to the date of payment of any amount under the Finance Documents; or

(B) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable.

(b) If any amendment, waiver or consent is a Major Structural Adjustment, Minor Structural Adjustment or Payables Reduction (or, in each case, a Consequential Amendment relating to it) and would otherwise require the prior consent of all the Lenders pursuant to Clause 41.3 (*All Lender Matters*), that amendment, waiver or consent may be made with the consent of the Company and:

(i) in the case of a Major Structural Adjustment (or a Consequential Amendment relating to it):

(A) each Lender that assumes a New Tranche or an increased Existing Tranche, whose Existing Tranche (or participation) is being transferred, whose Commitment is subject to an extended Availability Period or that has an Existing Tranche (or participation), or is owed any amount, which is subject, in each case, to a change in currency; and

(B) the Majority Lenders;

(ii) in the case of a Minor Structural Adjustment (or a Consequential Amendment relating to it):

(A) each Lender that assumes a New Tranche or an increased Existing Tranche, whose Existing Tranche (or participation) is being transferred or whose Commitment is subject to an extended Availability Period; and

(B) the Majority Lenders; or

(iii) in the case of a Payables Reduction (or a Consequential Amendment relating to it):

(A) each Lender to whom any amount is owing in respect of which the date of payment is being extended or which is being reduced or whose Margin, fee or commission is being reduced; and

(B) the Majority Lenders.

41.8. Excluded Commitments

If:

(a) any Defaulting Lender fails to respond to a request for a consent, waiver or amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this Agreement within 10 Business Days of that request being made; or

(b) any Lender which is not a Defaulting Lender fails to respond to such a request or such a vote within 10 Business Days of that request being made,

(unless, in either case, the Company and the Agent agree to a longer time period in relation to any request):

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

41.9. Replacement of Lender

(a) If:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (d) below); or

(ii) an Obligor becomes obliged to repay any amount in accordance with Clause 11.1 (*Illegality*) or to pay additional amounts pursuant to Clause 16.3 (*Market Disruption*), Clause 18.2 (*Tax Gross-Up*), Clause 18.3 (*Tax Indemnity*) or Clause 19.1 (*Increased Costs*) to any Lender or in the circumstances referred to in paragraph (a)(iii) of Clause 11.5 (*Right of Cancellation and Repayment in Relation to a Single Lender or Issuing Bank*),

then the Company may, on five Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall promptly on request by the Company) transfer pursuant to Clause 29 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other Eligible Institution (a "**Replacement Lender**") which is acceptable (in the case of any transfer of a Commitment) to the relevant Issuing Bank and which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 29 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Letter of Credit or Bank Guarantee fees (to the extent that the Agent has not given a notification under Clause 29.11 (*Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

(b) The replacement of a Lender pursuant to this Clause 41.9 shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Lender shall have any obligation to the Company to find a Replacement Lender;

(iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 90 days after the date on which that Lender is deemed a Non-Consenting Lender;

(iv) in no event shall the Lender replaced under Clause 41.9 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and

(v) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.

(c) A Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

(d) In the event that (i) the Company or the Agent (at the request of the Company) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents and (ii) Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments prior to that reduction) have consented or agreed to such waiver or amendment, then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

41.10. Disenfranchisement of Defaulting Lenders

(a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:

(i) the Majority Lenders or the Super Majority Lenders; or

(ii) whether:

(A) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the relevant Facility/ies; or

(B) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents,

that Defaulting Lender's Commitments under the relevant Facility/ies will be reduced by the amount of its Available Commitments under the relevant Facility/ies and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 41.10, the Agent may assume that the following Lenders are Defaulting Lenders:

(i) any Lender which has notified the Agent that it has become a Defaulting Lender; and

(ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b), (c) or (d) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

41.11. Replacement of a Defaulting Lender

(a) The Company may, at any time a Lender has become and continues to be a Defaulting Lender, by giving five Business Days' prior written notice to the Agent and such Lender:

(i) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 29 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement;

(ii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 29 (*Changes to the Lenders*) all (and not part only) of the undrawn Revolving Facility Commitment and/or Accordion Guarantee Facility Commitment of the Lender; or

(iii) require such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 29 (*Changes to the Lenders*) all (and not part only) of its rights and obligations in respect of the Revolving Facility or a Guarantee Facility, as applicable,

to a Lender or other Eligible Institution (a "**Replacement Lender**") which is acceptable (in the case of any transfer of a Commitment) to the relevant Issuing Bank and which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender in accordance with Clause 29

(*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:

(i) in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest and/or Letter of Credit or Bank Guarantee fees (to the extent that the Agent has not given a notification under Clause 29.11 (*Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents; or

(ii) in an amount agreed between that Defaulting Lender, the Replacement Lender and the Company and which does not exceed the amount described in paragraph (i) above.

(b) Any transfer of rights and obligations of a Defaulting Lender pursuant to this Clause 41.11 shall be subject to the following conditions:

(i) the Company shall have no right to replace the Agent or Security Agent;

(ii) neither the Agent nor the Defaulting Lender shall have any obligation to the Company to find a Replacement Lender;

(iii) the transfer must take place no later than 60 days after the notice referred to in paragraph (a) above;

(iv) in no event shall the Defaulting Lender be required to pay or surrender to the Replacement Lender any of the fees received by the Defaulting Lender pursuant to the Finance Documents; and

(v) the Defaulting Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.

(c) The Defaulting Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Company when it is satisfied that it has complied with those checks.

42. CONFIDENTIALITY

42.1. Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 42.2 (*Disclosure of Confidential Information*) and Clause 42.3 (*Disclosure to Numbering Service Providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

42.2. Disclosure of Confidential Information

Any Finance Party may, without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such

Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 32.15 (*Relationship with the Lenders*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 29.9 (*Security over Lenders' Rights*);

(viii) who is a Party; or

(ix) with the consent of the Company;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional

adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Company and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

42.3. Disclosure to Numbering Service Providers

(a) Any Finance Party may, without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facilities and/or one or more Obligors the following information:

(i) names of Obligors;

(ii) country of domicile of Obligors;

(iii) place of incorporation of Obligors;

(iv) date of this Agreement;

(v) Clause 48 (*Governing Law*);

(vi) the names of the Agent and the Arranger;

(vii) date of each amendment and restatement of this Agreement;

(viii) amounts of, and names of, the Facilities (and any tranches);

(ix) amount of Total Commitments;

(x) currencies of the Facilities;

(xi) type of Facilities;

(xii) ranking of Facilities;

(xiii) Termination Date for Facilities;

(xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and

(xv) such other information agreed between such Finance Party and the Company,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

(b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facilities and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

(c) The Company shall ensure that none of the information set out in paragraphs (i) to (xv) of paragraph (a) above will, immediately prior to the appointment of a numbering service provider by the Agent after the Closing Date and at any time following such appointment, be unpublished price-sensitive information, *provided that*, the Agent shall have notified the Company 15 Business Days in advance of the appointment of each such numbering service provider.

(d) The Agent shall notify the Company and the other Finance Parties of:

(i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facilities and/or one or more Obligors; and

(ii) the number or, as the case may be, numbers assigned to this Agreement, the Facilities and/or one or more Obligors by such numbering service provider.

42.4. Entire Agreement

Without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, this Clause 42 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

42.5. Inside Information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

42.6. Notification of Disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Company:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 42.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 42.

42.7. Continuing Obligations

The obligations in this Clause 42 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

43. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

43.1. Confidentiality and disclosure

(a) The Agent and each Obligor agree to keep each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.

(b) The Agent may disclose:

(i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the relevant Borrower pursuant to Clause 14.4 (*Notification of Rates of Interest*); and

(ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender or Reference Bank, as the case may be.

(c) The Agent may disclose any Funding Rate or any Reference Bank Quotation, and each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference

Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.

(d) The Agent's obligations in this Clause 43 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 14.4 (*Notification of Rates of Interest*), *provided that*, (other than pursuant to paragraph (b)(i) above) the Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

43.2. Related obligations

(a) The Agent and each Obligor acknowledge that each Funding Rate (and, in the case of the Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate or, in the case of the Agent, any Reference Bank Quotation for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:

(i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 43.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 43.

43.3. No Event of Default

No Event of Default will occur under Clause 28.2 (*Other Obligations*) by reason only of an Obligor’s failure to comply with this Clause 43.

44. DISCLOSURE OF LENDER DETAILS BY AGENT

44.1. Supply of Lender Details to Company

The Agent shall provide to the Company within five Business Days of a request by the Company (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at that Business Day, their respective Commitments, the address and fax number (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the transmission of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means and the account details of each Lender for any payment to be distributed by the Agent to that Lender under the Finance Documents.

44.2. Supply of Lender Details at Company's Direction

(a) The Agent shall, at the request of the Company, disclose the identity of the Lenders and the details of the Lenders' Commitments to any:

(i) other Party or any other person if that disclosure is made to facilitate, in each case, a refinancing of the Financial Indebtedness arising under the Finance Documents or a material waiver or amendment of any term of any Finance Document; and

(ii) member of the Group.

(b) Subject to paragraph (c) below, the Company shall procure that the recipient of information disclosed pursuant to paragraph (a) keep such information confidential and shall not disclose it to anyone and shall ensure that all such information is protected with security measures and a degree of care that would apply to the recipient's own confidential information.

(c) The recipient may disclose such information to any of its officers, directors, employees, professional advisers, auditors and partners as it shall consider appropriate if any such person is informed in writing of its confidential nature, except that there shall be no such requirement to so inform if that person is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by duties of confidentiality in relation to the information.

44.3. Supply of Lender Details to Other Lenders

(a) If a Lender (a "**Disclosing Lender**") indicates to the Agent that the Agent may do so, the Agent shall disclose that Lender's name and Commitment to any other Lender that is, or becomes, a Disclosing Lender.

(b) The Agent shall, if so directed by the Requisite Lenders, request each Lender to indicate to it whether it is a Disclosing Lender.

44.4. Lender Enquiry

If any Lender believes that any entity is, or may be, a Lender and:

(a) that entity ceases to have an Investment Grade Rating; or

(b) an Insolvency Event occurs in relation to that entity,

the Agent shall, at the request of that Lender, indicate to that Lender the extent to which that entity has a Commitment.

44.5. Lender Details Definitions

In this Clause 44:

(a) "**Investment Grade Rating**" means, in relation to an entity, a rating for its long-term unsecured and non-credit-enhanced debt obligations of BBB- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency.

(b) "**Requisite Lenders**" means a Lender or Lenders whose Commitments aggregate 15 per cent. (or more) of the Total Commitments (or if the Total Commitments have been reduced to zero, aggregated 15 per cent. (or more) of the Total Commitments immediately prior to that reduction).

45. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

46. EXECUTIVE PROCEEDINGS

46.1. Notarial Document

This Agreement, the Intercreditor Agreement, each Accession Deed in respect of any Spanish Obligor as well as any amendments hereto or thereto, will be formalised in a Spanish Public Document at the cost of the Company as soon as reasonably practicable, and in relation to this Agreement and any amendments in respect thereof entered into on or prior to the Effective Date and the Intercreditor Agreement, the Company undertakes to notarise each of them, by no later than the date falling 60 Business Days after the Effective Date, so that such documents may have the status of a notarial document for all purposes contemplated in Article 517 of the Spanish Civil Procedural Law. The Parties agree that the Spanish Obligors will take all necessary action to comply with any reasonable request of the Agent or the Security Agent in order to preserve the rights and obligations contained herein.

46.2. Determination of Debt

(a) For the purpose of the provisions of Article 571 et seq. of the Spanish Civil Procedural Law, it is expressly agreed by the Parties that the determination of the due amounts to be claimed through executive proceedings shall be calculated by the Agent following its accounting provisions and that any amounts so calculated shall be deemed true, net, due and payable. By virtue of the foregoing, for the Agent to exercise executive action, it will be sufficient to present (i) an original notarial first or authentic copy of this Agreement, (ii) a notarial certificate, (iii) the notarial document (*acta notarial*) which incorporates the certificate issued by the Agent of the amount due by the relevant Spanish Obligor, including an excerpt of the credits and debits, including the interest applied, which appear in the relevant account referred to Clause 38 (*Calculations and Certificates*), evidencing that the determination of the amounts due and payable by that Spanish Obligor have been calculated as agreed in this Agreement and that such amounts coincide with the balance of such account, and (iv) a notarial document (*acta notarial*) evidencing that the relevant Spanish Obligor has been served notice of the amount that is due and payable.

(b) Following an acceleration event under Clause 28.10 (*Acceleration and/or Other Remedies*) which is continuing, each Spanish Obligor hereby expressly authorises the Agent to request and obtain certificates and documents issued by the notary notarising this Agreement (or his/her successor(s)) in order to evidence its compliance with the entries of her/his registry-book and the relevant entry date for the purpose of number 4 of Article 517.2, of the Spanish Civil Procedural Law. The cost of such certificate and documents will be for the account of the Spanish Obligors.

46.3. Authority to Obtain Notarised Copies

The Obligors expressly authorise the Agent and each Lender, as appropriate, to request and obtain certificates evidencing the entry of this Agreement in the Register of Transactions of the Notary authorising the same, and to obtain the approval certificate referred to in number 5 of Article 517, of the Spanish Civil Procedural Law. The cost of such certificate will be for the account of the Spanish Obligors.

47. USA PATRIOT ACT

Each Lender hereby notifies each U.S. Obligor that pursuant to the requirements of the USA Patriot Act, such Lender is required to obtain, verify and record information that identifies such U.S. Obligor, which information includes the name and address of such U.S. Obligor and other information that will allow such Lender to identify such U.S. Obligor in accordance with the Patriot Act.

SECTION 12
GOVERNING LAW AND ENFORCEMENT

48. GOVERNING LAW

(a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

(b) Without prejudice to paragraph (a) above, Schedule 22 (*Notes Definitions*), Schedule 23 (*Restrictive Covenants*) and Schedule 24 (*Notes Events of Default*) of this Agreement will be interpreted in accordance with the laws of the State of New York.

49. ENFORCEMENT

49.1. Jurisdiction of English Courts

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Agreement (a "**Dispute**").

(b) Each Obligor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Obligor will argue to the contrary.

49.2. Service of Process

(a) Each Obligor (unless incorporated or organised in England and Wales) agrees that the documents which start any proceedings before the English courts in relation to any Finance Document, and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to Opodo Limited at its registered office or place of business in England and Wales, or to such other address in England and Wales as each such Obligor may specify by notice in writing to the Agent. This paragraph applies to proceedings in England only.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Company must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose with prior notice to the Company.

(c) Nothing in this Clause shall affect the right of any Finance Party to serve process in any other manner permitted by law.

50. WAIVER OF JURY TRIAL

EACH OF THE PARTIES TO THIS AGREEMENT AGREES TO WAIVE IRREVOCABLY ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE DOCUMENTS REFERRED TO IN THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN THIS AGREEMENT. This waiver is intended to apply to all Disputes. Each Party acknowledges that (a) this waiver is a material inducement to enter into this Agreement, (b) it has already relied on this waiver in entering into this Agreement and (c) it will continue to rely on this waiver in future dealings. Each Party represents that it has reviewed this waiver with its legal advisers and that it knowingly and voluntarily waives its

jury trial rights after consultation with its legal advisers. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

51. BAIL-IN

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

(c) In this Clause 51 (*Bail-In*):

(i) "**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

(ii) "**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

(iii) "Bail-In Legislation" means:

(A) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(B) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(C) in relation to the United Kingdom, the UK Bail-In Legislation.

(iv) "**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

(v) "**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

(vi) "**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

(vii) "**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

(viii) "**Write-down and Conversion Powers**" means:

(A) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(B) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(1) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(2) any similar or analogous powers under that Bail-In Legislation; and

(d) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

52. ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCS.

52.1. Acknowledgement

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, to the extent that any Finance Document provides support, through a guarantee, Security or otherwise, or any other agreement or instrument that is a QFC (any such support, "**QFC Credit Support**" and any such QFC, a "**Supported QFC**"), each Party acknowledges and agrees as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**US Special Resolution**

Regimes") in respect of such Supported QFC and such QFC Credit Support (with the provisions below applicable notwithstanding that any Finance Document or any Supported QFC may in fact be stated to be governed by the laws of the US or any other state of the US):

(a) in the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC or such QFC Credit Support, and any right in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the US Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the US or a state of the US. (b) in the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a US Special Resolution Regime, Default Rights under any Finance Document that may otherwise apply to such Supported QFC or such QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the US Special Resolution Regime if such Supported QFC and each Finance Document were governed by the laws of the US or a state of the US. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender or a Non-Acceptable L/C Lender shall not affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

52.2. Definitions

In this Clause 52.2 (*Definitions*):

(a) "**BHC Act Affiliate**" means, in respect of a person, its "affiliate" (as that term is defined in, and interpreted in accordance with, 12 United States Code 1841(k)).

(b) "**Covered Entity**" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 252.82(b);

(ii) (a "covered bank" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 382.2(b).

(c) "**Default Right**" has the meaning given to that term in, and shall be interpreted in accordance with, 12 Code of Federal Regulations §§ 252.81, 47.2 or 382.1, as applicable.

(d) "**QFC**" has the meaning given to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 United States Code 5390(c)(8)(D).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
THE ORIGINAL PARTIES

Part I
THE ORIGINAL OBLIGORS

The Original Borrowers

Name of Original Borrower	Registration number (or equivalent, if any)	Original Jurisdiction
eDreams ODIGEO S.A.	A02850956	Spain
eDreams Inc	2989894	Delaware, United States
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain
eDreams Srl	REA: MI – 1602440 C.F.: 12952780158	Italy
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia
Go Voyages SAS	522 727 700 RCS Paris	France
Go Voyages Trade SAS	508 572 344 RCS Paris	France
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France
Opodo Limited	04051797	England and Wales
Travellink AB	556596-2650	Sweden
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration number: Mercantile Registry of Madrid, Tomo 36897, Folio 121, Hoja M-660117.	Spain
eDreams (Gibraltar) Limited	Incorporation number: 121458 Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	Gibraltar

The Original Guarantors

Name of Original Guarantor	Registration number (or equivalent, if any)	Original Jurisdiction	Earnings before interest, tax, depreciation and amortisation for 12 months ended 31 March 2020 (Euro)	Percentage of EBITDA for 12 months ended 31 March 2020
eDreams ODIGEO S.A.	A02850956	Spain	(2,365,000)	(2%)
eDreams Inc	2989894	Delaware, United States	(148,000)	0%
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain	45,104,000	45%
eDreams Srl	REA: MI – 1602440 C.F.: 12952780158	Italy	(856,000)	(1%)
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia	11,000	0%
Go Voyages SAS	522 727 700 RCS Paris	France	1,122,000	1%
Go Voyages Trade SAS	508 572 344 RCS Paris	France	17,000	0%
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France	4,065,000	4%
Opodo Limited	04051797	England and Wales	24,126,000	24%
Travellink AB	556596-2650	Sweden	3,000	0%
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration number: Mercantile Registry of Madrid, Tomo 36897, Folio 121,	Spain	26,147,000	26%

Name of Original Guarantor	**Registration number (or equivalent, if any)**	**Original Jurisdiction**	**Earnings before interest, tax, depreciation and amortisation for 12 months ended 31 March 2020 (Euro)**	**Percentage of EBITDA for 12 months ended 31 March 2020**
	Hoja M-660117.			
eDreams (Gibraltar) Limited	121458	Gibraltar Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	N/A	N/A

Part II
THE ORIGINAL LENDERS

Name of Original Lender	Revolving Facility Commitment (EUR)	Status (Non-Acceptable L/C Lender: Yes/No)	Status (UK Non-Bank Lender: Yes/No)
Banco Bilbao Vizcaya Argenteria, S.A.	20,000,000	No	No
Banco Santander, S.A.	35,000,000	No	No
Barclays Bank Ireland PLC	35,000,000	No	No
CaixaBank, S.A.	10,000,000	No	No
Deutsche Bank Aktiengesellschaft	35,000,000	No	No
Morgan Stanley Bank Aktiengesellschaft	20,000,000	No	No
Société Générale, Sucursal en España	25,000,000	No	No
Total	**180,000,000**		

Schedule 2
CONDITIONS PRECEDENT

Part I
CONDITIONS PRECEDENT TO INITIAL UTILISATION

The conditions precedent to signing recorded below were satisfied on or about 4 October 2016 and are restated only for illustrative purposes. Any capitalised terms used which are not defined in this Part 1 of Schedule 2 have the meaning given to those terms in this Agreement in the form it was originally executed on 4 October 2016

1. **Corporate Authorisations**

1.1 For all Original Obligors (except Spanish Obligors):

(a) A copy of the constitutional documents of each Original Obligor and in respect of:

(i) each French Obligor, an original extract (extrait K-bis) provided by the commercial and companies registry (registre du commerce et des sociétés), not more than fifteen (15) days old;

(ii) each Italian Obligor:

(A) a copy of the deed of incorporation (*atto costitutivo*) and of the current by-laws (*statuto*) of such Original Obligor;

(B) a certificate of registration (*certificato di iscrizione*) of such Original Obligor with the relevant Companies' Register dated not earlier than five Business Days from the date of this Agreement, confirming that as at the date thereof no pending insolvency procedure (*procedura concorsuale*) against such Original Obligor has been registered in the Companies' Register (*Registro delle Imprese*);

(iii) each Luxembourg Obligor:

(A) an excerpt from the Luxembourg Register of Commerce and Companies dated no earlier than one Business Day prior to the date of this Agreement;

(B) a certificate from the Luxembourg Register of Commerce and Companies dated no earlier than one Business Day prior to the date of this Agreement and stating that no judicial decision has been registered with the Luxembourg Register of Commerce and Companies by application of article 13, items 2 to 11 and 13 and article 14 of the Luxembourg law dated 19 December 2002 relating to the register of commerce and companies as well as the accounting and the annual accounts of companies, as amended; and

(C) a certificate signed by a director or a manager, as the case may be, certifying that the relevant Luxembourg Obligor is not subject to bankruptcy (faillite), controlled management (gestion contrôlée), suspension of payments (sursis de paiement), arrangement with creditors (*concordat préventif de faillite*) and voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*) proceedings and, to the best of his knowledge, no petition for the opening of such proceedings has been presented; and

(iv) each U.S. Obligor, a copy of a good standing certificate issued as of a recent date by the Secretary of State or other appropriate official of each U.S. Obligor's jurisdiction of incorporation or organisation.

(b) A copy of a resolution (or, in the case of any Australian Obligor, an extract thereof) of the board of directors, management body or relevant administrators (as applicable) of each Original Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(iv) in the case of an Original Obligor (other than the Company), authorising the Company to act as its agent in connection with the Finance Documents.

(c) If required by law or by the by-laws of the relevant Original Obligor (other than any Luxembourg Obligor and any Australian Obligor), a copy of a resolution signed by all the holders of the issued shares in such Original Obligor (other than any Luxembourg Obligor), approving the terms of, and the transactions contemplated by, the Finance Documents to which such Original Obligor is a party and instructing the Original Obligor to execute the Finance Documents to which the Original Obligor is a party.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) or, if applicable, paragraph (c) above in relation to the Finance Documents and related documents.

(e) If required by law or by the by-laws of the relevant Original Guarantor (other than the Company and any Australian Obligor), a copy of a resolution of the board of directors of each corporate shareholder of each Original Guarantor approving the terms of the resolution referred to in paragraph (c) above.

1.2 For the Spanish Obligors:

(a) For each Spanish Obligor, a copy of an excerpt issued by the Spanish Mercantile Registry, dated no earlier than 30 days before the date of this Agreement, containing, at least, the following information: (i) up to date articles of association; (ii) the composition of the management body appointed; (iii) the name of the sole shareholder (if applicable); (iv) a statement indicating that there is no inscription for dissolution, liquidation or insolvency proceeding for the respective Spanish Obligor, and (v) a statement indicating that the respective Spanish Obligor's sheet remains open.

(b) A notarised copy of a resolution of the board of directors, management body or relevant administrators of each Spanish Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(iv) authorising the Company to act as its agent in connection with the Finance Documents.

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

1.3 A certificate of each Original Obligor (signed by a director or an authorised signatory of such Original Obligor):

(a) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not (subject to any applicable guarantee limitation language in Clause 23.11 (*Guarantee Limitations*) cause any borrowing, guarantee, security or similar limit binding on it to be exceeded); and

(b) certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

1.4 In respect of each U.S. Obligor, a certificate of the chief financial officer of the Company or of the chief financial officer, director of finance, or other appropriate person of such U.S. Obligor, as to the solvency of such U.S. Obligor.

2. **Finance Documents**

(a) The Intercreditor Agreement executed by the parties thereto.

(b) This Agreement executed by the Original Obligors.

(c) The Fee Letters executed by the Company.

3. **Legal opinions**

The following legal opinions, each addressed to the Agent, the Security Agent and the Original Lenders:

(a) A legal opinion of Clifford Chance LLP, legal advisers to the Agent and the Arranger as to English law substantially in the form distributed to the Original Lenders prior to the Closing Date.

(b) A legal opinion of the following legal advisers to the Agent and the Arranger:

(i) Clifford Chance S.L. as to Spanish law;

(ii) Clifford Chance Europe LLP as to French law;

(iii) Clifford Chance Luxembourg S.C.S. as to Luxembourg law;

(iv) Advokatfirman Vinge KB as to Swedish law;

(v) Clifford Chance Studio Legale Associato as to Italian law;

(vi) Clifford Chance US LLP as to certain United States federal and state matters; and

(vii) Clifford Chance Sydney as to Australian law,

each substantially in the form distributed to the Original Lenders prior to the Closing Date.

(c) A legal opinion of the following advisers to the Company:

(i) Uría Menéndez as to Spanish law;

(ii) Davis Polk & Wardwell LLP as to French law;

(iii) Legance as to Italian law (such opinion to be limited to corporate existence, capacity and corporate power, authorisation, due execution and stamp duty); and

(iv) Arendt & Medernach SA as to Luxembourg law,

each substantially in the form distributed to the Original Lenders prior to the Closing Date.

4. **Other documents and evidence**

(a) The Group Structure Chart.

(b) A copy, certified by an authorised signatory of the Company to be a true copy, of the Original Financial Statements of the Company.

(c) A certificate of the Company addressed to the Agent on behalf of the Finance Parties confirming which companies within the Group are Material Companies.

(d) Evidence that the fees, costs and expenses then due and payable from the Company pursuant to Clause 17 (*Fees*), Clause 17.5 (*Fees Payable in Respect of Letters of Credit and Bank Guarantees*), Clause 17.6 (*Interest, Commission and Fees on Ancillary Facilities*), Clause 18.6 (*Stamp Taxes*) and Clause 22 (*Costs and Expenses*) have been paid or will be paid by the Closing Date.

(e) The Funds Flow Statement in a form agreed by the Company and the Agent detailing the proposed movement of funds on or around the Closing Date.

(f) A certificate of the Company (signed by a director or an authorised signatory of the Company) certifying that:

(i) the aggregate principal amount of (x) the Senior Secured Notes and (y) any other indebtedness ranking pari passu with, or subordinated to, the Senior Secured Notes is at least EUR 375,000,000;

(ii) such Senior Secured Notes have been or will on the Closing Date be issued and subscribed for; and

(iii) all conditions precedent to the issue and purchase of the Senior Secured Notes and, if applicable, the issue and purchase of or, as the case may be, the borrowing of any other indebtedness referred to in paragraph (i) above have been or will on the Closing Date be fulfilled or have been waived.

(g) Evidence that all commitments under the Existing Revolving Facility Agreement will be cancelled on or before the Closing Date and all outstandings thereunder will be prepaid in full on or before the Closing Date, such evidence to be in the form of (a) a cancellation and prepayment notice in respect of such facility; (b) a redemption statement (or other evidence of amounts to be redeemed) in respect of such facility; and (c) authorisation in the initial Utilisation Request for the Agent to apply the proceeds of first Utilisation in amounts equal to those in the redemption statement (or such other evidence of amounts to be redeemed) in prepayment of the relevant facility, if relevant.

(h) Release documentation substantially in the form distributed to the Agent prior to the Closing Date evidencing that all Security granted in relation to the Existing Revolving Facility Agreement, the 7.50% senior notes due 2018 issued by Geo Debt Finance S.C.A. on 31 January 2013 under the indenture dated 31 January 2013, as amended and supplemented from time to time, by and among Geo Debt Finance S.C.A., as issuer, Deutsche Trustee Company Limited, as trustee and the other parties named therein (the "**2018 Notes**") and the 10.375% senior notes due 2019 issued by Geo Travel Finance S.C.A. on 21 April 2011 under the indenture dated 21 April 2011, as amended and supplemented from time to time, by and among Geo Travel Finance S.C.A., as issuer, Deutsche Trustee Company Limited, as trustee and the other parties named therein (the "**2019 Notes**") will be released on or before the Closing Date.

(i) Evidence that the 2018 Notes and the 2019 Notes will be discharged on or before the Closing Date.

(j) With respect to each French Borrower, an executed TEG Letter duly countersigned by such French Borrower.

(k) [Reserved]

Part II
CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED BY AN ADDITIONAL OBLIGOR

1. For all Additional Obligors (except for an Additional Obligor incorporated in Spain):

1.1 An Accession Deed, duly executed by the Additional Obligor and the Company.

1.2 A copy of the constitutional documents of the Additional Obligor and in respect of:

(a) each Additional Obligor incorporated in France:

(i) an original extract (*extrait K-bis*) provided by the commercial and companies registry (*registre du commerce et des sociétés*), not more than fifteen (15) days old, and up to date articles of association (*statuts*);

(ii) an original encumbrances certificate (*état d'endettement – privilèges et nantissements*) not more than fifteen (15) days old;

(iii) an original non-bankruptcy certificate (*certificat de recherche de procédures collectives*) not more than fifteen (15) days old; and

(iv) if the Additional Obligor becomes a French Borrower, an executed TEG Letter duly countersigned by such Additional Obligor;

(b) each Additional Obligor incorporated in Italy:

(i) a copy of the deed of incorporation (*atto costitutivo*) and of the current by-laws (*statuto*) of such Additional Obligor;

(ii) a certificate of registration (*certificato di iscrizione*) of such Additional Obligor with the relevant Companies' Register dated not earlier than 5 Business Days from the date of the Accession Deed, confirming that as at the date thereof no pending insolvency procedure (*procedura concorsuale*) against such Additional Obligor has been registered in the Companies' Register (*Registro delle Imprese*);

(c) each Additional Obligor incorporated in Luxembourg:

(i) an excerpt from the Luxembourg Register of Commerce and Companies dated no earlier than one Business Day prior to the date of the Accession Deed;

(ii) a certificate from the Luxembourg Register of Commerce and Companies dated no earlier than one Business Day prior to the date of the Accession Deed and stating that none of the following judicial decisions has been recorded with the Luxembourg Trade and Companies' Register with respect to the relevant Additional Obligor (A) judgments or decisions pertaining to the opening of insolvency proceedings (*faillite*), (B) judgments or court orders approving a voluntary arrangement with creditors (*concordat préventif de la faillite*), (C) court orders pertaining to a suspension of payments (*sursis de paiement*), (D) judicial decisions regarding controlled management (*gestion contrôlée*), (E) judicial decisions pronouncing its dissolution or deciding on its liquidation, (F) judicial decisions regarding the appointment of an interim administrator (*administrateur provisoire*), or (G) judicial decisions taken by foreign judicial authorities concerning insolvency,

voluntary arrangements or any similar proceedings in accordance with the Regulation; and

(iii) a certificate signed by a director or a manager, as the case may be, certifying that the relevant Luxembourg Additional Obligor is not subject to bankruptcy (*faillite*), controlled management (*gestion contrôlée*), suspension of payments (*sursis de paiement*), arrangement with creditors (*concordat préventif de faillite*) and voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*) proceedings and, to the best of his knowledge, no petition for the opening of such proceedings has been presented; and

(d) each Additional Obligor whose jurisdiction of organization is a state of the U.S. or the District of Columbia, a copy of a good standing certificate with respect to such Additional Obligor issued as of a recent date by the Secretary of State or other appropriate official of such Additional Obligor's jurisdiction of incorporation or organisation.

1.3 A copy of a resolution (or, in the case of any Additional Obligor who constitutes an Australian Obligor, an extract thereof) of the board of directors (or equivalent), management body or relevant administrators of the Additional Obligor:

(a) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;

(b) authorising a specified person or persons to execute the Accession Deed and any other Finance Document to be executed by it on its behalf;

(c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, in relation to an Additional Borrower, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(d) authorising the Company to act as its agent in connection with the Finance Documents.

1.4 If required by law or by the by-laws of the relevant Additional Guarantor, a copy of a resolution signed by all the holders of the issued shares in the Additional Guarantor, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Guarantor is a party and instructing the Additional Guarantor to execute the Accession Deed and any other Finance Document to be executed by it.

2. For all Additional Obligors incorporated in Spain:

2.1 The Accession Deed shall be raised to the status of a Spanish Public Document before a Spanish Notary.

2.2 A copy of an excerpt (certificación registral) issued by the Spanish Mercantile Registry, dated no earlier than 30 days before the date of the Accession Deed, containing, at least, the following information: (i) the composition of the management body appointed; (ii) a statement indicating that there is no inscription for dissolution or liquidation for the respective Additional Obligor, and (iii) a statement indicating that the respective Additional Obligor’s sheet remains open (vigente).

2.3 If applicable, a copy of an online search (*nota simple*) issued by the Spanish Mercantile Registry, dated no earlier than 30 days before the date of the Accession Deed, containing, at least, the identity of its sole shareholder.

2.4 A certificate of the Additional Obligor (signed by a director or other authorised signatory) confirming: (i) the content of its current articles of association as issued by the Spanish Mercantile Registry and (ii) if applicable, the identity of its sole shareholder.

2.5 A notarised copy of a resolution of the board of directors, management body or relevant administrators of the Additional Obligor:

(a) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;

(b) authorising a specified person or persons to execute the Accession Deed and any other Finance Document to be executed by it on its behalf;

(c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, in relation to an Additional Borrower, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and

(d) authorising the Company to act as its agent in connection with the Finance Documents.

2.6 In case of entering into any in rem security (*garantías reales*) and/or in case of the Additional Obligor being a private limited company (*sociedad limitada*) which does not have a sole shareholder (*unipersonal*), a notarised copy of a resolution signed by all the holders of the issued shares in the Additional Obligor, approving the terms of, and the transaction contemplated by, the Finance Documents to which the Additional Obligor is a party and instructing the Additional Obligor to execute the Accession Deed and any other Finance Document to be executed by it.

3. For all Additional Obligors:

3.1 A specimen of the signature of each person authorised by the resolution referred to in paragraph 1.3 or, if applicable, paragraph 1.4 above in relation to the Finance Documents and related documents.

3.2 If required by law or by the by-laws of the relevant Additional Guarantor, a copy of a resolution of the board of directors of each corporate shareholder of each Additional Guarantor approving the terms of the resolution referred to in paragraph 3.1 above.

3.3 certificate of the Additional Obligor (signed by a director or other authorised signatory) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not (subject to any applicable guarantee limitation language in Clause 23.11 (*Guarantee Limitations*) or the Accession Deed) cause any borrowing, guarantee, security or similar limit binding on it to be exceeded.

3.4 A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part II of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.

3.5 In respect of each Additional Obligor whose jurisdiction of organisation is a state of the U.S. or the District of Columbia, a certificate of the chief financial officer of the Company or of the chief financial officer, director of finance, or other appropriate person of such Additional Obligor, as to the solvency of such Additional Obligor.

3.6 The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:

(a) A legal opinion of the legal advisers to the Agent in England, as to English law in the form distributed to the Lenders prior to signing the Accession Deed.

(b) If the Additional Obligor is incorporated in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by a law other than English law:

(i) a legal opinion of the legal advisers to the Agent in the jurisdiction of its incorporation or, as the case may be, the jurisdiction of the governing law of that Finance Document (the "**Applicable Jurisdiction**") as to the law of the Applicable Jurisdiction; and

(ii) if applicable, a legal opinion of the legal advisers to the Company in relation to matters customary for a borrower's lawyers to give an opinion on in the Applicable Jurisdiction,

and, in each case, in the form distributed to the Lenders prior to signing the Accession Deed.

3.7 If relevant, any Transaction Security Documents required to be executed by the proposed Additional Obligor pursuant to the terms of this Agreement.

3.8 In respect of each Additional Borrower, if available and if reasonably requested by a Lender, its latest audited financial statements.

3.9 A copy of any other Authorisation or other document, opinion or assurance which the Agent (acting reasonably) considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document.

Part III
CONDITIONS SUBSEQUENT

The conditions subsequent recorded below were satisfied within 60 days of 4 October 2016 and are restated only for illustrative purposes. Any capitalised terms used which are not defined in this Part III of Schedule 2 have the meaning given to those terms in this Agreement in the form it was originally executed on 4 October 2016

1. A certificate of an authorised signatory of Opodo Limited certifying that it has not issued a "warning notice" or "restrictions notice" (in each case as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) in respect of any of its shares which are expressed to be subject to the Transaction Security that remains in effect.

2. A certificate of an authorised signatory of the direct shareholder of Opodo Limited which is granting Transaction Security over Opodo Limited (the "Shares") certifying that it has not received a "warning notice" or "restrictions notice" (in each case as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) from Opodo Limited in respect of the Shares that remains in effect.

3. All share certificates relating to the Shares, together with stock transfer forms duly executed by each Holding Company of Opodo Limited which is granting Transaction Security over the Shares in blank and left undated.

4. A copy of any notices required to be sent under the Receivables Assignment and duly acknowledged by the addressee.

5. The following legal opinions, each addressed to the Agent, the Security Agent and the Lenders:

    (a) A legal opinion of the legal advisers to the Agent in England, as to English law in the form distributed to the Lenders prior to the execution of the relevant Transaction Security Document.

    (b) If the grantor of the Transaction Security is incorporated in a jurisdiction other than England and Wales:

        (i) a legal opinion of the legal advisers to the Agent in the jurisdiction of its incorporation (the "**Applicable Jurisdiction**") as to the law of the Applicable Jurisdiction; and

        (ii) if applicable, a legal opinion of the legal advisers to the Company in relation to matters customary for a borrower's lawyers to give an opinion on in the Applicable Jurisdiction,

    and, in each case, in the form distributed to the Lenders prior to the execution of the relevant Transaction Security Document.

Schedule 3
REQUESTS AND NOTICES

Part I
UTILISATION REQUEST – LOANS

From: [Borrower]/[Company]*[1]

To: [*Agent*]

Dated:

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

(a)	Borrower:	[•]
(b)	Proposed Utilisation Date:	[•] (or, if that is not a Business Day, the next Business Day)
(c)	Facility to be utilised:	Revolving Facility
(d)	Currency of Loan:	[•]
(e)	Amount:	[•] or, if less, the Available Facility
(f)	Interest Period:	[•]

3. We confirm that each condition specified in Clause 4.2 (*Further Conditions Precedent*) of the Facilities Agreement is satisfied on the date of this Utilisation Request.

4. [This Loan is to be made in [whole]/[part] for the purpose of refinancing [identify maturing Loan]./[The proceeds of this Loan should be credited to [account]].

5. This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for and on behalf of
[the Company for and on behalf of] [*insert name of Borrower*]**

NOTES:

[1] To be provided on Company's letterhead paper including all mandatory mentions required by law.

* Amend as appropriate. The Utilisation Request can be given by the Borrower or by the Company.

** Amend as appropriate. The Utilisation Request can be given by the Borrower or by the Company.

Part II
UTILISATION REQUEST – LETTERS OF CREDIT/BANK GUARANTEES

From: [*Borrower*]/[*Company*]*[2]

To: [*Agent*]

Dated:

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Utilisation Request. Terms defined in the Facilities Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to arrange for a [Letter of Credit][Bank Guarantee] to be [issued]/[renewed] by the Issuing Bank specified below (which has agreed to do so) on the following terms:

(a)	Borrower:	[•]
(b)	Issuing Bank:	[•]
(c)	Proposed Utilisation Date:	[•] (or, if that is not a Business Day, the next Business Day)
(d)	Facility to be utilised:	[Revolving Facility][Accordion Guarantee Facility]
(e)	Currency of [Letter of Credit] [Bank Guarantee]:	[•]
(f)	Amount:	[•] or, if less, the Available Facility in relation to the [Revolving Facility][Accordion Guarantee Facility]
(g)	Term:	[•]

3. We confirm that each condition specified in paragraph (b) of Clause 6.5 (*Issue of Letters of Credit and Bank Guarantees*) of the Facilities Agreement is satisfied on the date of this Utilisation Request.

4. We attach a copy of the proposed [Letter of Credit][Bank Guarantee].

5. [The purpose of this proposed [Letter of Credit][Bank Guarantee] is [•].]**

6. This Utilisation Request is irrevocable.

7. Delivery instructions:

[*Specify delivery instructions.*]

[2] To be provided on Company's letterhead paper including all mandatory mentions required by law.

Yours faithfully,

authorised signatory for and on behalf of
[the Company for and on behalf of] [*insert name of relevant Borrower*]***

NOTES:

* Amend as appropriate. The Utilisation Request can be given by the Borrower or by the Company.

** Not required for a renewal.

*** Amend as appropriate. The Utilisation Request can be given by the Borrower or by the Company.

Schedule 4
FORM OF TRANSFER CERTIFICATE

To: [•] as Agent and [•] as Security Agent

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the **"Agreement"**) shall take effect as a Transfer Certificate for the purposes of the Facilities Agreement and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 29.5 (*Procedure for Transfer*) of the Facilities Agreement:

   (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation and in accordance with Clause 29.5 (*Procedure for Transfer*) of the Facilities Agreement all of the Existing Lender's rights and obligations under the Facilities Agreement and the other Finance Documents and in respect of the Transaction Security which relate to that portion of the Existing Lender's Commitment(s) and participations in Utilisations under the Facilities Agreement as specified in the Schedule.

   (b) The proposed Transfer Date is [●].

   (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 37.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.

3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 29.4 (*Limitation of Responsibility of Existing Lenders*) of the Facilities Agreement.

4. [The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:

   (a) in respect of a Loan to an Australian Borrower:

      (i) not a Qualifying Lender;

      (ii) a Qualifying Lender (other than a Treaty Lender); or

      (iii) a Treaty Lender;

   (b) in respect of a Loan to a French Borrower:

      (i) not a Qualifying Lender;

      (ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(c) in respect of a Loan to an Italian Borrower:

(i) not a Qualifying Lender;

(ii) Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(d) in respect of a Loan to a Luxembourg Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender;

(e) in respect of a Loan to a Spanish Tax Borrower:

(i) not a Qualifying Lender;

(ii) an EU Lender;

(iii) a Spanish Lender; or

(iv) a Treaty Lender;

(f) in respect of a Loan to a Swedish Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(g) in respect of a Loan to a Borrower incorporated in the United Kingdom:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a UK Treaty Lender); or

(iii) a UK Treaty Lender;

(h) in respect of a Loan to a U.S. Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender; and

(i) in respect of a Loan to a Gibraltar Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender.]3

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[3] Note: Complete as appropriate.

5. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

   (a) a company resident in the United Kingdom for United Kingdom tax purposes;

   (b) a partnership each member of which is:

      (i) a company so resident in the United Kingdom; or

      (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

   (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.][4]

6. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●][5], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Company notify:

   (a) each Borrower which is a Party as a Borrower as at the Transfer Date; and

   (b) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,

   that it wishes that scheme to apply to the Agreement.][6]

7. The New Lender confirms that it [is]/[is not]* a Non-Acceptable L/C Lender.

8. We refer to clause 20.3 (*Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility*) of the Intercreditor Agreement.

   In consideration of the New Lender being accepted as a Credit Facility Lender for the purposes of the Intercreditor Agreement (and as defined therein), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a Credit Facility Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Credit Facility Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

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[4] Note: Include if New Lender comes within paragraph (iii)(A)(II) of the definition of Qualifying Lender in Clause 18.1 (*Definitions*)

[5] Note: Insert jurisdiction of tax residence.

[6] Note: Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

9. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

10. For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Lender and the Existing Lender agree that, upon any transfer in whole or in part of any rights of an Existing Lender to a New Lender, the guarantee will be preserved for the benefit of the New Lender.*****

11. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

12. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

*** In relation to Spain, in order to keep certain enforcement and evidentiary advantages, a Spanish Public Document must be executed.**

THE SCHEDULE

Commitment/rights and obligations to be transferred

[*insert relevant details*]

[*Facility Office address*, *fax number and attention details for notices and account details for payments*]

For and on behalf of	For and on behalf of
[Existing Lender]	[New Lender]
By:	By:

This Agreement is accepted as a Transfer Certificate for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [●].

For and on behalf of

[Agent]

By:

For and on behalf of
[Security Agent]

By:

NOTES:

* Delete as applicable.

Schedule 5
FORM OF ASSIGNMENT AGREEMENT

To: [•] as Agent, [•] as Security Agent and [•] as Company for and on behalf of each Obligor

From: [*the Existing Lender*] (the "**Existing Lender**") and [*the New Lender*] (the "**New Lender**")

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This is an Assignment Agreement. This agreement (the "**Agreement**") shall take effect as an Assignment Agreement for the purposes of the Facilities Agreement and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 29.6 (*Procedure for Assignment*) of the Facilities Agreement:

   (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Facilities Agreement, the other Finance Documents and in respect of the Transaction Security which correspond to that portion of the Existing Lender's Commitment(s) and participations in Utilisations under the Facilities Agreement as specified in the Schedule.

   (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in Utilisations under the Facilities Agreement specified in the Schedule.

   (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.

3. The proposed Transfer Date is [●].

4. On the Transfer Date the New Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a Credit Facility Lender (as defined in the Intercreditor Agreement).

5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 37.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.

6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 29.4 (*Limitation of Responsibility of Existing Lenders*) of the Facilities Agreement.

7. [The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:

(a) in respect of a Loan to a an Australian Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(b) in respect of a Loan to a French Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(c) in respect of a Loan to an Italian Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(d) in respect of a Loan to a Luxembourg Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender;

(e) in respect of a Loan to a Spanish Tax Borrower:

(i) not a Qualifying Lender;

(ii) an EU Lender;

(iii) a Spanish Lender; or

(iv) a Treaty Lender;

(f) in respect of a Loan to a Swedish Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(g) in respect of a Loan to a Borrower incorporated in the United Kingdom:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a UK Treaty Lender); or

(iii) a UK Treaty Lender;

(h) in respect of payments made by a U.S. Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender; and

(i) in respect of payments made by a Gibraltar Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender.][7]

8. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(a) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.][8]

9. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●][9], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Company notify:

(a) each Borrower which is a Party as a Borrower as at the Transfer Date; and

(b) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,

that it wishes that scheme to apply to the Agreement.][10]

10. The New Lender confirms that it [is]/[is not]* a Non-Acceptable L/C Lender.

11. We refer to clause 20.3 (*Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility*) of the Intercreditor Agreement.

---

[7] Note: Complete as appropriate.

[8] Note: Include if New Lender comes within paragraph (iii)(A)(II) of the definition of Qualifying Lender in Clause 18.1 (*Definitions*)

[9] Note: Insert jurisdiction of tax residence.

[10] Note: Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

In consideration of the New Lender being accepted as a Credit Facility Lender for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the New Lender confirms that, as from the Transfer Date, it intends to be party to the Intercreditor Agreement as a Credit Facility Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Credit Facility Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

12. This Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 29.8 (*Copy of Transfer Certificate, Assignment Agreement, Increase Confirmation, Accordion Increase Confirmation or Accordion Guarantee Facility Accession Undertaking to Company*), to the Company (on behalf of each Obligor) of the assignment referred to in this Agreement.

13. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Lender and the Existing Lender agree that, upon any transfer in whole or in part of any rights of an Existing Lender to a New Lender, the guarantee will be preserved for the benefit of the New Lender.*****

15. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

16. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

*** In relation to Spain, in order to keep certain enforcement and evidentiary advantages, a Spanish Public Document must be executed.**

THE SCHEDULE

Commitment/rights and obligations to be transferred by assignment, release and accession

[*insert relevant details*]

[*Facility office address*, *fax number and attention details for notices and account details for payments*]

For and on behalf of	For and on behalf of
[Existing Lender]	[New Lender]
By:	By:

This Agreement is accepted as an Assignment Agreement for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent, and the Transfer Date is confirmed as [●].

Signature of this Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to in this Agreement, which notice the Agent receives on behalf of each Finance Party.

For and on behalf of

[Agent]

By:

For and on behalf of
[Security Agent]

By:

NOTES:

* Delete as applicable.

Schedule 6
FORM OF ACCESSION DEED

To: [•] as Agent and [•] as Security Agent for itself and each of the other parties to the Intercreditor Agreement referred to below

From: [*Subsidiary*] and [*Company*][11]

Dated:

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Facilities Agreement and as a Debtor Accession Deed for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in paragraphs 1-[4]/[5] of this Accession Deed unless given a different meaning in this Accession Deed.

2. [*Subsidiary*] agrees to become an Additional [Borrower]/[Guarantor] and to be bound by the terms of the Facilities Agreement and the other Finance Documents (other than the Intercreditor Agreement) as an Additional [Borrower]/[Guarantor] pursuant to Clause [31.2 (*Additional Borrowers*)]/[Clause 31.4 (*Additional Guarantors*)] of the Facilities Agreement[, *provided that*, all liabilities and obligations of [*Subsidiary*] under Clause 23 (*Guarantee and Indemnity*) of the Facilities Agreement in its capacity as an Additional Guarantor shall be subject to the following limitations: [●]].

3. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*] and is a limited liability company with registered number [●].

4. [The Company confirms that no Default is continuing or would occur as a result of [*Subsidiary*] becoming an Additional Borrower].

5. [*Subsidiary's*] administrative details for the purposes of the Facilities Agreement and the Intercreditor Agreement are as follows:

   Address:
   Fax No.:
   Attention:

6. [*Subsidiary*] (for the purposes of this paragraph [5]/[6], the "**Acceding Debtor**") intends to [incur Liabilities under the following documents]/[give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:

   [*Insert details* (*date*, *parties and description*) *of relevant documents*]

   the "**Relevant Documents**".

[11] To be provided on the Company's letterhead paper including all mandatory mentions required by law.

IT IS AGREED as follows:

(a) Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Accession Deed, bear the same meaning when used in this paragraph [5]/[6].

(b) The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:

(i) any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;

(ii) all proceeds of that Security; and

(iii) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as agent for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,

for the benefit of the Secured Parties on the terms and conditions contained in the Intercreditor Agreement.

(c) The Acceding Debtor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.

(d) *[In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Intercreditor Agreement, the Acceding Debtor also confirms that it intends to be party to the Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement as an Intra-Group Lender].**

7. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS ACCESSION DEED has been signed on behalf of the Security Agent (for the purposes of paragraph [5]/[6] above only), signed on behalf of the Company and executed as a deed by [*Subsidiary*] and is delivered on the date stated above.

[*Subsidiary*]

[EXECUTED AS A DEED]

By: [*Subsidiary*])

Director

Director/Secretary

OR

[EXECUTED AS A DEED

By: [*Subsidiary*]

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness
Address of witness

Occupation of witness]

The Company

For and on behalf of

[*Company*]

By:

The Security Agent

For and on behalf of

[*Full Name of Current Security Agent*]

By:

Date:

NOTES:

* Include this paragraph in this Accession Deed if the Subsidiary is also to accede as an Intra-Group Lender to the Intercreditor Agreement.

** Subject to any amendments to the Intercreditor Agreement relevant to the jurisdiction of the Acceding Debtor, which may be agreed by the Agent.

Schedule 7
FORM OF RESIGNATION LETTER

To: [•] as Agent

From: [*resigning Obligor*] and [*Company*][12]

Dated:

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.

2. Pursuant to [Clause 31.3 (*Resignation of a Borrower*)]/[Clause 31.5 (*Resignation of a Guarantor*)] of the Facilities Agreement, we request that [*resigning Obligor*] be released from its obligations as a [Borrower]/[Guarantor] under the Facilities Agreement and the Finance Documents (other than the Intercreditor Agreement).

3. We confirm that:

   (a) no Default is continuing or would result from the acceptance of this request; and

   (b) *[this request is given in relation to [a Third Party Disposal of][an Other Resignation Event relating to] [*resigning Obligor*];]

   (c) [●]**

4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

5. The Company agrees to indemnify the Finance Parties and Secured Parties for any costs, expenses, or liabilities which would have been payable by [*resigning Obligor*] in connection with the Finance Documents but for the release set out in paragraph 2 above.

For and on behalf of	For and on behalf of
[Company]	[*resigning Obligor*]
By:	By:

NOTES:

* Insert where resignation only permitted in case of a Third Party Disposal or an Other Resignation Event.

** Insert any other conditions required by the Facilities Agreement.

[12] To be provided on the Company's letterhead paper including all mandatory mentions required by law.

Schedule 8
FORM OF COMPLIANCE CERTIFICATE

To: [•] as Agent

From: [*Company*][13]

Dated:

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is a Compliance Certificate. Terms defined in the Facilities Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. [We confirm that on the last day of the Relevant Period ending on [●] Gross Financial Indebtedness was [●] and Adjusted EBITDA for such Relevant Period was [●]. Therefore Gross Financial Indebtedness at such time [did/did not] exceed 6.00 times Adjusted EBITDA for such Relevant Period and the covenant contained in paragraph 26.2(a) of Clause 26.2 (*Financial Condition*) [has/has not] been complied with.]*

   [We confirm that Adjusted Gross Leverage is [●]:1 and that, therefore,]** the Margin should be [●]%.

3. [We confirm that on the last day of the Relevant Period ending on [●] Liquidity was [●]. Therefore the covenant contained in paragraph 26.2(b) of Clause 26.2 (*Financial Condition*) [has/has not] been complied with.]***

4. [We confirm that no Default is continuing.]****

5. [We confirm that the following companies constitute Material Companies for the purposes of the Facilities Agreement: [●].]*****

Signed

[Chief financial officer][Authorised signatory]

For and on behalf of

[Company]

[*insert applicable certification language*]******

for and on behalf of

[*name of auditors of the Company*]

NOTES:

[13] To be provided on the Company's letterhead paper including all mandatory mentions required by law.

* Only to be included when Adjusted Gross Leverage Financial Covenant required to be tested.

** Only to be included in Compliance Certificates delivered after 30 September 2022.

*** Only to be included when liquidity covenant under paragraph 26.2(b) of Clause 26.2 (*Financial Condition*) required to be tested.

**** If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

***** Material Companies to be confirmed only in the compliance certificate relating to the annual audited consolidated financial statements of the Company.

****** Certification language from auditors to be included only in the compliance certificate relating to the annual audited consolidated financial statements of the Company and only if the Adjusted Gross Leverage Financial Covenant is required to be tested pursuant to paragraph (c) of Clause 26.3 (*Calculation*).

Schedule 9
TIMETABLES

Part I
LOANS

	Loans in EUR	**Loans in SEK, NOK or AUD**	**Loans in other currencies**
Agent notifies the Company if a currency is approved as an Optional Currency in accordance with Clause 4.3 (*Conditions Relating to Optional Currencies*)	–	–	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))	U-3 10.00 a.m.	U-3 10.00 a.m.	U-3 10.00 a.m.
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 (*Lenders' Participation*) and notifies the Lenders of the Loan in accordance with Clause 5.4 (*Lenders' Participation*)	U-3 Noon	U-3 Noon	U-3 Noon
Agent receives a notification from a Lender under Clause 8.2 (*Unavailability of a Currency*)	-	U-3 3 p.m.	Quotation Day 9.30 a.m.
Agent gives notice in accordance with Clause 8.2 (*Unavailability of a Currency*)	-	U-3 5.00 p.m.	Quotation Day 5.30 p.m.
EURIBOR or a Benchmark Rate is fixed	Quotation Day 11:00 a.m (Brussels time) .	As specified in Schedule 20 Other *Benchmarks*)	Quotation Day 11:00 a.m.
Reference Bank Rate calculated by reference to available quotations in accordance with Clause 16.2 (*Calculation of Reference Bank Rate*).		As specified as such in respect of that currency in Schedule 20 Other *Benchmarks*)	Quotation Day noon

"U"= date of utilisation

"U - X"= X Business Days prior to date of utilisation

Part II
LETTERS OF CREDIT AND BANK GUARANTEES

	Euro	**Sterling**	**Other Currencies**
Delivery of a duly completed Utilisation Request (Clause 6.2 (*Delivery of a Utilisation Request for Letters of Credit*))	U-3 11.00 a.m.	U-1 11.00 a.m.	U-3 11.00 a.m.
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Letter of Credit or Bank Guarantee if required under paragraph (d) of Clause 6.5 (*Issue of Letters of Credit and Bank Guarantees*) and notifies the Issuing Bank and Lenders of the Letter of Credit or Bank Guarantee in accordance with paragraph (d) of Clause 6.5 (*Issue of Letters of Credit and Bank Guarantees*)	U-3 Noon	U-1 Noon	U-3 Noon
Delivery of duly completed Renewal Request (Clause 6.6 (*Renewal of a Letter of Credit or Bank Guarantee*))	U-2 11.00 a.m.	U-1 11.00 a.m.	U-2 11.00 a.m.

"U"= date of utilisation, or, if applicable, in the case of a Letter of Credit or Bank Guarantee to be renewed in accordance with Clause 6.6 (*Renewal of a Letter of Credit or Bank Guarantee*), the first day of the proposed term of the renewed Letter of Credit or Bank Guarantee

"U - X" = Business Days prior to date of utilisation

Schedule 10
FORM OF LETTER OF CREDIT

To: [*Beneficiary*] (the "**Beneficiary**")

Date

Irrevocable Standby Letter of Credit no. [●]

At the request of [●], [*Issuing Bank*] (the "**Issuing Bank**") issues this irrevocable standby Letter of Credit ("**Letter of Credit**") in your favour on the following terms and conditions:

1. **Definitions**

In this Letter of Credit:

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in [London].*

"**Demand**" means a demand for a payment under this Letter of Credit in the form of the schedule to this Letter of Credit.

"**Expiry Date**" means [●].

"**Total L/C Amount**" means [●].

2. **Issuing Bank's agreement**

(a) The Beneficiary may request a drawing or drawings under this Letter of Credit by giving to the Issuing Bank a duly completed Demand. A Demand must be received by the Issuing Bank by no later than [●] p.m. ([London] time) on the Expiry Date.

(b) Subject to the terms of this Letter of Credit, the Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, within [ten] Business Days of receipt by it of a Demand, it must pay to the Beneficiary the amount demanded in that Demand.

(c) The Issuing Bank will not be obliged to make a payment under this Letter of Credit if as a result the aggregate of all payments made by it under this Letter of Credit would exceed the Total L/C Amount.

3. **Expiry**

(a) The Issuing Bank will be released from its obligations under this Letter of Credit on the date (if any) notified by the Beneficiary to the Issuing Bank as the date upon which the obligations of the Issuing Bank under this Letter of Credit are released.

(b) Unless previously released under paragraph (a) above, on [●] p.m.([London] time) on the Expiry Date the obligations of the Issuing Bank under this Letter of Credit will cease with no further liability on the part of the Issuing Bank except for any Demand validly presented under the Letter of Credit that remains unpaid.

(c) When the Issuing Bank is no longer under any further obligations under this Letter of Credit, the Beneficiary must return the original of this Letter of Credit to the Issuing Bank.

4. **Payments**

All payments under this Letter of Credit shall be made in [●] and for value on the due date to the account of the Beneficiary specified in the Demand.

5. **Delivery of Demand**

Each Demand shall be in writing, and, unless otherwise stated, may be made by letter, fax or telex and must be received in legible form by the Issuing Bank at its address and by the particular department or office (if any) as follows:

[●]

6. **Assignment**

The Beneficiary's rights under this Letter of Credit may not be assigned or transferred.

7. **ISP**

Except to the extent it is inconsistent with the express terms of this Letter of Credit, this Letter of Credit is subject to the International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

8. **Governing Law**

This Letter of Credit and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. **Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter of Credit (including a dispute relating to any non-contractual obligation arising out of or in connection with this Letter of Credit).

Yours faithfully

For and on behalf of
[*Issuing Bank*]

NOTE:

* This may need to be amended depending on the currency of payment under the Letter of Credit.

THE SCHEDULE
FORM OF DEMAND

To: [ISSUING BANK]

[Date]

Dear Sirs

Standby Letter of Credit no. [●] issued in favour of [BENEFICIARY]
(the "Letter of Credit")

We refer to the Letter of Credit. Terms defined in the Letter of Credit have the same meaning when used in this Demand.

1. We certify that the sum of [●] is due [and has remained unpaid for at least [●] Business Days] [under [set out underlying contract or agreement]]. We therefore demand payment of the sum of [●].

2. Payment should be made to the following account:

   Name:

   Account Number:

   Bank:

3. The date of this Demand is not later than the Expiry Date.

Yours faithfully
(Authorised Signatory) (Authorised Signatory)

For and on behalf of
[BENEFICIARY]

Schedule 11
FORM OF BANK GUARANTEE

To: [*Beneficiary*] (the "**Beneficiary**")

Date

Irrevocable Bank Guarantee no. [•]

At the request of [●], [*Issuing Bank*] (the "**Issuing Bank**") issues this irrevocable bank guarantee ("**Bank Guarantee**") in your favour on the following terms and conditions:

1. **Definitions**

In this Bank Guarantee:

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in [London].*

"**Demand**" means a demand for a payment under this Bank Guarantee in the form of the schedule to this Bank Guarantee.

"**Expiry Date**" means [●].

"**Total Bank Guarantee Amount**" means [●].

2. **Issuing Bank's agreement**

(a) The Beneficiary may make a demand under this Bank Guarantee by giving to the Issuing Bank a duly completed Demand. A Demand must be received by the Issuing Bank by no later than [●] p.m. ([London] time) on the Expiry Date.

(b) Subject to the terms of this Bank Guarantee, the Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, within [ten] Business Days of receipt by it of a Demand, it must pay to the Beneficiary the amount demanded in that Demand.

(c) The Issuing Bank will not be obliged to make a payment under this Bank Guarantee if as a result the aggregate of all payments made by it under this Bank Guarantee would exceed the Total Bank Guarantee Amount.

3. **Expiry**

(a) The Issuing Bank will be released from its obligations under this Bank Guarantee on the date (if any) notified by the Beneficiary to the Issuing Bank as the date upon which the obligations of the Issuing Bank under this Bank Guarantee are released.

(b) Unless previously released under paragraph (a) above, on [●] p.m.([London] time) on the Expiry Date the obligations of the Issuing Bank under this Bank Guarantee will cease with no further liability on the part of the Issuing Bank except for any Demand validly presented under the Bank Guarantee that remains unpaid.

(c) When the Issuing Bank is no longer under any further obligations under this Bank Guarantee, the Beneficiary must return the original of this Bank Guarantee to the Issuing Bank.

4. **Payments**

All payments under this Bank Guarantee shall be made in [●] and for value on the due date to the account of the Beneficiary specified in the Demand.

5. **Delivery of Demand**

Each Demand shall be in writing, and, unless otherwise stated, may be made by letter, fax or telex and must be received in legible form by the Issuing Bank at its address and by the particular department or office (if any) as follows:

[●]

6. **Assignment**

The Beneficiary's rights under this Bank Guarantee may not be assigned or transferred.

7. **ISP**

Except to the extent it is inconsistent with the express terms of this Bank Guarantee, this Bank Guarantee is subject to the International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

8. **Governing Law**

This Bank Guarantee and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. **Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Bank Guarantee (including a dispute relating to any non-contractual obligation arising out of or in connection with this Bank Guarantee).

Yours faithfully

For and on behalf of
[*Issuing Bank*]

NOTE:

* This may need to be amended depending on the currency of payment under the Bank Guarantee.

THE SCHEDULE
FORM OF DEMAND

To: [ISSUING BANK]

[Date]

Dear Sirs

Bank Guarantee no. [●] issued in favour of [BENEFICIARY]
(the "Bank Guarantee")

We refer to the Bank Guarantee. Terms defined in the Bank Guarantee have the same meaning when used in this Demand.

1. We certify that the sum of [●] is due [and has remained unpaid for at least [●] Business Days] [under [set out underlying contract or agreement]]. We therefore demand payment of the sum of [●].

2. Payment should be made to the following account:

   Name:

   Account Number:

   Bank:

3. The date of this Demand is not later than the Expiry Date.

Yours faithfully
(Authorised Signatory) (Authorised Signatory)

For and on behalf of
[BENEFICIARY]

Schedule 12
MATERIAL COMPANIES

eDreams International Network, S.L.U.
eDreams Srl
Liligo Metasearch Technologies SAS
Opodo Limited
Vacaciones eDreams, S.L.U.

Schedule 13
AGREED GUARANTEE AND SECURITY PRINCIPLES

1. **General Principles**

(a) The Transaction Security will, to the extent legally possible and subject to the Agreed Guarantee and Security Principles set out in this Schedule 13:

(i) be created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement); or

(ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of:

(A) all the Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement); or

(B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties.

(b) No action will be required to be taken in relation to any Transaction Security where any Secured Party transfers or assigns any of its participation in the Facilities. The Group will not be liable for any fees, costs, taxes or expenses in relation to any re-registration, re-notarisation or other requirement for perfection or protection of Security or guarantees on transfers or assignments by Finance Parties.

(c) No perfection action will be required except as set out in paragraphs 3 and 4 below.

2. **Terms of Transaction Security Documents**

The following terms will be reflected in the Transaction Security Documents:

(a) The Transaction Security will be enforceable in accordance with the terms of the Intercreditor Agreement if an Acceleration Event has occurred (*provided that*, any common security that is shared with the Senior Secured Notes or other Pari Passu Liabilities may also be enforced where permitted under documents evidencing such indebtedness, subject to the Intercreditor Agreement);

"**Acceleration Event**" means the Agent, whilst an Event of Default is continuing and acting on the instructions of the Majority Lenders, gives notice that outstanding amounts under the Facilities are immediately due and payable (or, having previously placed outstanding amounts on demand, makes demand for payment).

(b) The Transaction Security will, to the extent legally possible, secure:

(i) in respect of the Transaction Security granted pursuant to the Opodo Share Charge or any Direct Subsidiary Share Charge, all Secured Obligations (as defined in the Intercreditor Agreement);

(ii) in respect of the Transaction Security granted by an Obligor pursuant to a Receivables Assignment or any Direct Subsidiary Receivables Assignment, only the direct borrowing and guarantee obligations of the Obligor granting such Transaction Security;

(iv) in respect of Transaction Security (if any) not falling within paragraphs (i), (ii) or (iii) above, only the direct borrowing and guarantee obligations of the Obligor granting such Transaction Security.

(c) Subject to paragraph (d) below, the Transaction Security Documents shall only operate as instruments creating a security interest rather than to impose new commercial obligations, accordingly they will not contain any representations or undertakings or indemnities (such as in respect of title, ranking, insurance, maintenance or protection of assets, information or the payment of costs) unless these are expressly required by law for the creation or perfection of the security interest and are the same (and no more onerous than) any equivalent provision in this Agreement;

(d) the Transaction Security Documents will not contain repeating representations;

(e) the Security Agent shall only be able to exercise any power of attorney granted to it under the Transaction Security Documents following the occurrence of an Acceleration Event or if an Obligor, having been given reasonable notice (and in no event less than twenty (20) Business Days' notice) by the Security Agent of any failure to comply, has failed to comply with any further assurance or perfection obligation; and

(f) the Transaction Security Documents shall not operate so as to prevent, and shall expressly permit, any transaction not otherwise prohibited under this Agreement (including, without limitation, any Permitted Transaction); the Transaction Security Documents will not prevent the disposal of shares or other assets where such disposal is not otherwise prohibited under this Agreement and will include assurances that the Security Agent will do all such things as reasonably requested (at the cost of the Group) to release security in respect of shares and other assets the subject of such disposal.

3. **Terms of Share Charge**

The following terms will be reflected in the Opodo Share Charge and any Direct Subsidiary Share Charge:

(a) Until an Acceleration Event has occurred, each grantor of Transaction Security over the shares in any direct Subsidiary of the Company shall be permitted to retain and to exercise voting rights relating to its shares in a manner which does not materially adversely affect the validity or enforceability of the security interest and shall be permitted to receive payment of dividends and other payments and retain and use them for any purpose not prohibited under this Agreement;

(b) To the extent required to ensure the validity or enforceability of the security interest in the relevant jurisdiction, the applicable share certificate (or other documents evidencing title to the relevant shares) and a stock transfer form executed in blank (or applicable law equivalent) will be provided to the Security Agent.

4. **Terms of Receivables Assignment**

(a) The Receivables Assignment and any Direct Subsidiary Receivables Assignment will be governed by English law.

(b) If the Company grants security over any Loan Receivable, it shall be free to deal with that Loan Receivable until the occurrence of an Acceleration Event. Nothing in the Receivables Assignment or any Direct Subsidiary Receivables Assignment shall prohibit or restrict (or be construed to prohibit or restrict), and the Receivables Assignment or any Direct Subsidiary Receivables Assignment shall expressly permit,

any payment, prepayment, repayment, repurchase, redemption, defeasance, discharge, capitalisation, write-off, waiver, release, transfer or other disposal (in each case, in whole or part) of any Loan Receivable until the occurrence of an Acceleration Event.

(c) The Intercreditor Agreement will include provisions pursuant to which notice of the security granted by the Company pursuant to the Receivables Assignment or any Direct Subsidiary Receivables Assignment is served on, and acknowledged by, the relevant debtors. No separate notices and acknowledgements will be served or provided, including, without limitation, on execution of a Receivables Assignment or Direct Subsidiary Receivables Assignment by the Company or in connection with any additional Loan Receivables becoming subject to the security unless either the Company or the debtor of the relevant Loan Receivable is not a party to the Intercreditor Agreement.

5. **Guarantee Limitations**

The following terms will be taken into account in the accession of any Guarantor. No member of the Group shall be required to become a Guarantor and guarantees shall not be created or perfected to the extent that:

(a) it would be unlawful (including, without limitation, under corporate benefit, thin capitalisation, fraudulent preference, "earnings stripping", financial assistance, equitable subordination, transfer pricing, controlled foreign corporation, capital maintenance, liquidity preservation or similar laws or principles) or would result in (or in the opinion of the Company acting reasonably there is a material risk that it would result in) a breach of fiduciary duty or personal or criminal liability for the directors or officers of the relevant Subsidiary or other members of the Group for a Subsidiary to become a Guarantor or to give a guarantee in respect of the Senior Secured Notes;

(b) it would result in (or there is in the opinion of the Company acting reasonably a material risk that it would result in) a material cost (including, without limitation, by way of adverse effects on interest deductibility or stamp duty, notarisation and registration fees) that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee or the procedural requirements involved or potential legal or commercial consequences for the Subsidiary were it to become a Guarantor would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee;

(c) it would result in (or there is a material risk in the opinion of the Company acting reasonably that it would result in) a material tax cost on the Subsidiary or Group if the relevant Subsidiary became a Guarantor that would be disproportionate to the benefit that will be obtained by the beneficiaries of that guarantee; or

(d) the Subsidiary is not wholly-owned and accession as a Guarantor would contravene or require any third party consent under any applicable shareholders' or joint venture agreement or other document binding on it.

Where guarantees are granted by a member of the Group the maximum guaranteed amount may be limited to minimise stamp duty, notarisation, registration or other applicable fees, taxes and duties.

Schedule 14
FORM OF INCREASE CONFIRMATION

To: [●] as Agent, [●] as Security Agent, [[●] as Issuing Bank] and [●] as Company, for and on behalf of each Obligor

From: [*the Increase Lender*] (the "**Increase Lender**")

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "**Agreement**") shall take effect as an Increase Confirmation for the purposes of the Facilities Agreement and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.2 (*Increase*) of the Facilities Agreement.

3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment(s) specified in the Schedule (the "Relevant Commitment(s)") as if it had been an Original Lender under the Facilities Agreement in respect of the Relevant Commitment(s).

4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment(s) is to take effect (the "Increase Date") is [●].

5. On the Increase Date, the Increase Lender becomes:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a Credit Facility Lender (as defined in the Intercreditor Agreement).

6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 37.2 (*Addresses*) of the Facilities Agreement are set out in the Schedule.

7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (k) of Clause 2.2 (*Increase*) of the Facilities Agreement.

8. [The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:

   (a) in respect of a Loan to an Australian Borrower:

      (i) not a Qualifying Lender;

      (ii) a Qualifying Lender (other than a Treaty Lender); or

      (iii) a Treaty Lender;

(b) in respect of a Loan to a French Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(c) in respect of a Loan to an Italian Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(d) in respect of a Loan to a Luxembourg Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender;

(e) in respect of a Loan to a Spanish Tax Borrower:

(i) not a Qualifying Lender;

(ii) an EU Lender;

(iii) a Spanish Lender; or

(iv) a Treaty Lender;

(f) in respect of a Loan to a Swedish Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(g) in respect of a Loan to a Borrower incorporated in the United Kingdom:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a UK Treaty Lender); or

(iii) a UK Treaty Lender;

(h) in respect of a Loan to a U.S. Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender; and

(i) in respect of a Loan to a Gibraltar Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender.][14]

9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.][15]

10. [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●][16], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Company notify:

(a) each Borrower which is a Party as a Borrower as at the Increase Date; and

(b) each Additional Borrower which becomes an Additional Borrower after the Increase Date,

that it wishes that scheme to apply to the Agreement.][17]

11. The Increase Lender confirms that it [is]/[is not]* a Non-Acceptable L/C Lender.

12. We refer to clause 20.13 (*Creditor/Creditor Representative Accession Undertaking)* of the Intercreditor Agreement.

In consideration of the Increase Lender being accepted as a Credit Facility Lender for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the Increase Lender confirms that, as from the Increase Date, it intends to be party to the Intercreditor Agreement as a Credit Facility Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Credit Facility Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

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[14] Note: Complete as appropriate.

[15] Note: Include if Increase Lender comes within paragraph (iii)(A)(II) of the definition of Qualifying Lender in Clause 18.1 (*Definitions*)

[16] Note: Insert jurisdiction of tax residence.

[17] Note: Include if Increase Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

13. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Lender and the Existing Lender agree that, upon any transfer in whole or in part of any rights of an Existing Lender to a New Lender, the guarantee will be preserved for the benefit of the New Lender.*****

15. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

16. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Increase Confirmation may not be sufficient for the Increase Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Increase Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

*** In relation to Spain, in order to keep certain enforcement and evidentiary advantages, a Spanish Public Document must be executed.**

THE SCHEDULE

Relevant Commitment(s)/rights and obligations to be assumed by the Increase Lender

[*insert relevant details*]

[*Facility Office address*, *fax number and attention details for notices and account details for payments*]

[Increase Lender]

By:

This Agreement is accepted as an Increase Confirmation for the purposes of the Facilities Agreement by the Agent and the Issuing Bank, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Increase Date is confirmed as [●].

For and on behalf of

Agent

By:

For and on behalf of

Issuing Bank

By:

For and on behalf of

Security Agent

By:

NOTES:

* Delete as applicable.

Schedule 15
FORM OF ACCORDION INCREASE CONFIRMATION NOTICE[18]

To: [●] as Agent

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is an Accordion Increase Confirmation Notice. Terms defined in the Facilities Agreement have the same meaning in this Accordion Increase Confirmation Notice unless given a different meaning herein.

2. We hereby request the establishment of an Accordion Increase pursuant to Clause 2.3 (*Accordion Increase*) of the Facilities Agreement.

3. Revolving Commitments in respect of the Accordion Increase:

Name of Accordion Increase Lender	Commitment (EUR)
[●]	[●]
[●]	[●]
TOTAL	**[●]**

4. Proposed Accordion Increase Establishment Date: [●].

5. We confirm that no Event of Default is continuing or would result from the establishment of the Accordion Increase.

THE COMPANY

For and on behalf of the Company:

_____

[Chief financial officer][Authorised signatory]

[18] To be provided on the Company's letterhead paper including all mandatory mentions required by law.

THE AGENT

We hereby confirm satisfaction of the conditions in paragraph (e) of Clause 2.3 (*Accordion Increase*) of the
Facilities Agreement.

Date: [●]

[●], as Agent for and on behalf of the Finance Parties under the Agreement

By: _____
Authorised signatory

Name: _____

Schedule 16
FORM OF ACCORDION INCREASE CONFIRMATION

To: [●] as Agent, [●] as Security Agent and [●] as Company, for and on behalf of each Obligor

From: [*the Accordion Increase Lender*] (the "**Accordion Increase Lender**")

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "**Agreement**") shall take effect as an Accordion Increase Confirmation for the purpose of the Facilities Agreement and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.3 (*Accordion Increase*) of the Facilities Agreement.

3. The Accordion Increase Lender agrees to assume and will assume all of the obligations corresponding to the Revolving Facility Commitment specified in the Schedule (the "**Relevant Commitment**") as if it was an Original Lender under the Facilities Agreement.

4. The proposed date on which the increase in relation to the Accordion Increase Lender and the Relevant Commitment is to take effect (the "**Accordion Increase Date**") is [*insert the relevant proposed Accordion Increase Establishment Date*].

5. On the Accordion Increase Date, the Accordion Increase Lender [is]/[becomes]:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (b) party to the Intercreditor Agreement as a Credit Facility Lender (as defined in the Intercreditor Agreement).

6. The Facility Office and address, fax number and attention details for notices to the Accordion Increase Lender for the purposes of Clause 37.2 (*Addresses*) are set out in the Schedule.

7. The Accordion Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (j) of Clause 2.3 (*Accordion Increase*).

8. [The Accordion Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:

   (a) in respect of a Loan to an Australian Borrower:

      (i) not a Qualifying Lender;

      (ii) a Qualifying Lender (other than a Treaty Lender); or

      (iii) a Treaty Lender;

   (b) in respect of a Loan to a French Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(c) in respect of a Loan to an Italian Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(d) in respect of a Loan to a Luxembourg Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender;

(e) in respect of a Loan to a Spanish Tax Borrower:

(i) not a Qualifying Lender;

(ii) an EU Lender;

(iii) a Spanish Lender; or

(iv) a Treaty Lender;

(f) in respect of a Loan to a Swedish Borrower:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender;

(g) in respect of a Loan to a Borrower incorporated in the United Kingdom:

(i) not a Qualifying Lender;

(ii) a Qualifying Lender (other than a UK Treaty Lender); or

(iii) a UK Treaty Lender;

(h) in respect of a Loan to a U.S. Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender; and

(i) in respect of a Loan to a Gibraltar Borrower:

(i) not a Qualifying Lender; or

(ii) a Qualifying Lender (other than a Treaty Lender); or

(iii) a Treaty Lender.][19]

9. [The Accordion Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.][20]

10. [The Accordion Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●]) and is tax resident in [●][21], so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Company notify:

(a) each Borrower which is a Party as a Borrower as at the Accordion Increase Date; and

(b) each Additional Borrower which becomes an Additional Borrower after the Accordion Increase Date,

that it wishes that scheme to apply to the Agreement.][22]

11. The Accordion Increase Lender confirms that it [is]/[is not]* a Non-Acceptable L/C Lender.

12. [We refer to clause 20.13 (*Creditor/Creditor Representative Accession Undertaking)* of the Intercreditor Agreement.

In consideration of the Accordion Increase Lender being accepted as a Credit Facility Lender for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement), the Accordion Increase Lender confirms that, as from the Accordion Increase Date, it intends to be party to the Intercreditor Agreement as a Credit Facility Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Credit Facility Lender and agrees that it shall be bound by all the provisions of

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[19] Note: Complete as appropriate.

[20] Note: Include if Accordion Increase Lender comes within paragraph (iii)(A)(II) of the definition of Qualifying Lender in Clause 18.1 (*Definitions*)

[21] Note: Insert jurisdiction of tax residence.

[22] Note: Include if Accordion Increase Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.][23]

13. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. [For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Lender and the Existing Lender agree that, upon any transfer in whole or in part of any rights of an Existing Lender to a New Lender, the guarantee will be preserved for the benefit of the New Lender.*]

15. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

16. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Accordion Increase Confirmation may not be sufficient for the Accordion Increase Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Accordion Increase Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

*** In relation to Spain, in order to keep certain enforcement and evidentiary advantages, a Spanish Public Document must be executed.**

[23] Note: Include if Accordion Increase Lender is not an existing Lender and not already party to the Intercreditor Agreement.

THE SCHEDULE

Relevant Commitment/rights and obligations to be assumed by the Accordion Increase Lender

[*insert relevant details*]

[*Facility Office address*, *fax number and attention details for notices and account details for payments*]

[Accordion Increase Lender]

By:

This Agreement is accepted as an Accordion Increase Confirmation for the purposes of the Facilities Agreement by the Agent [and by the Issuing Bank]**, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Accordion Increase Date is confirmed as [●].

For and on behalf of

Agent

By:

[For and on behalf of

Issuing Bank

By:]**

For and on behalf of

Security Agent

By:

NOTES:

* Delete as applicable.

** Include to the extent the consent of the Issuing Bank is required under Clause 2.3 (*Accordion Increase*).

Schedule 17
FORM OF ACCORDION GUARANTEE FACILITY NOTICE[24]

To: [●] as Agent

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement. This is an Accordion Guarantee Facility Notice. Terms defined in the Facilities Agreement have the same meaning in this Accordion Guarantee Facility Notice unless given a different meaning herein.

2. We hereby request the establishment of an Accordion Guarantee Facility pursuant to Clause 2.4 (*Accordion Guarantee Facility*) of the Facilities Agreement.

3. Accordion Guarantee Facility Commitments in respect of the Accordion Guarantee Facility:

Name of Accordion Guarantee Facility Lender (Issuing Bank)*	Accordion Guarantee Facility Commitment (EUR)
[●]	[●]
[●]	[●]
TOTAL	**[●]**

4. Proposed Accordion Increase Establishment Date: [●].

5. Individual Terms:

   (a) Accordion Guarantee Facility Borrower(s): [●]

   (b) Optional Accordion Guarantee Facility Currenc[y]/[ies]: [●]

   (c) Other Individual Terms: [●]

6. We confirm that no Event of Default is continuing or would result from the establishment of the Accordion Increase.

THE COMPANY

For and on behalf of the Company:

_____

[Chief financial officer][Authorised signatory]

[24] To be provided on the Company's letterhead paper including all mandatory mentions required by law.

THE AGENT

We hereby confirm satisfaction of the conditions in paragraph (c) of Clause 2.4 (*Accordion Guarantee Facility*) of the Facilities Agreement.

Date: [●]

[●], as Agent for and on behalf of the Finance Parties under the Agreement

By: _____
Authorised signatory

Name: _____

NOTES:

* Indicate in the table whether the Accordion Guarantee Facility Lender has agreed to be an Issuing Bank under the Accordion Guarantee Facility.

Schedule 18
FORM OF ACCORDION GUARANTEE FACILITY ACCESSION UNDERTAKING

To: [●] as Agent, [●] as Security Agent and [●] as Company, for and on behalf of each Obligor

From: [*the Accordion Guarantee Facility Lender*] (the "**Accordion Guarantee Facility Lender**")

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "**Agreement**") shall take effect as an Accordion Guarantee Facility Accession Undertaking for the purpose of the Facilities Agreement and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.4 (*Accordion Guarantee Facility*) of the Facilities Agreement.

3. The Accordion Guarantee Facility Lender agrees to assume and will assume all the obligations corresponding to the Accordion Guarantee Facility Commitment specified in the Schedule (the "**Relevant Commitment**").

4. The proposed date on which the establishment of the Relevant Commitment is to take effect (the "**Accordion Guarantee Facility Establishment Date**") is [*insert the relevant proposed Accordion Increase Establishment Date*].

5. On the Accordion Guarantee Facility Establishment Date, the Accordion Guarantee Facility Lender [is]/[becomes]:

   (a) party to the relevant Finance Documents (other than the Intercreditor Agreement) as a Lender; and

   (c) party to the Intercreditor Agreement as a Credit Facility Lender (as defined in the Intercreditor Agreement).

6. The Facility Office and address, fax number and attention details for notices to the Accordion Guarantee Facility Lender for the purposes of Clause 37.2 (*Addresses*) are set out in the Schedule.

7. The Accordion Guarantee Facility Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (h) of Clause 2.4 (*Accordion Guarantee Facility*).

8. The Accordion Guarantee Facility Lender confirms that it [is]/[is not]* a Non-Acceptable L/C Lender.

9. [We refer to clause 20.13 (*Creditor/Creditor Representative Accession Undertaking)* of the Intercreditor Agreement.

   In consideration of the Accordion Guarantee Facility Lender being accepted as a Credit Facility Lender for the purposes of the Intercreditor Agreement (and as defined in the

Intercreditor Agreement), the Accordion Guarantee Facility Lender confirms that, as from the Accordion Guarantee Facility Establishment Date, it intends to be party to the Intercreditor Agreement as a Credit Facility Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Credit Facility Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.][25]

10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11. [For the purposes of Article 1528 of the Spanish Civil Code (to the extent applicable), the New Lender and the Existing Lender agree that, upon any transfer in whole or in part of any rights of an Existing Lender to a New Lender, the guarantee will be preserved for the benefit of the New Lender.*]

12. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. This Agreement has been entered into on the date stated at the beginning of this Agreement.

Note: The execution of this Accordion Guarantee Facility Accession Undertaking may not be sufficient for the Accordion Guarantee Facility Lender to obtain the benefit of the Transaction Security in all jurisdictions. It is the responsibility of the Accordion Guarantee Facility Lender to ascertain whether any other documents or other formalities are required to obtain the benefit of the Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

*** In relation to Spain, in order to keep certain enforcement and evidentiary advantages, a Spanish Public Document must be executed.**

[25] Note: Include if Accordion Guarantee Facility Lender is not an existing Lender and not already party to the Intercreditor Agreement.

THE SCHEDULE

Relevant Commitment/rights and obligations to be assumed by the Accordion Guarantee Facility Lender

[*insert relevant details*]

[*Facility Office address*, *fax number and attention details for notices and account details for payments*]

[Accordion Guarantee Facility Lender]

By:

This Agreement is accepted as an Accordion Guarantee Facility Accession Undertaking for the purposes of the Facilities Agreement by the Agent, and as a Creditor/Creditor Representative Accession Undertaking for the purposes of the Intercreditor Agreement by the Security Agent and the Accordion Guarantee Facility Establishment Date is confirmed as [●].

For and on behalf of

Agent

By:

For and on behalf of

Security Agent

By:

NOTES:

* Delete as applicable.

Schedule 19
FORM OF NOTIFIABLE DEBT PURCHASE TRANSACTION NOTICE

PART I
FORM OF NOTICE ON ENTERING INTO NOTIFIABLE DEBT PURCHASE TRANSACTION

To: [●] as Agent

From: [*The Lender*]

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to paragraph (b) of Clause 30.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Significant Shareholders*) of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.

2. We have entered into a Notifiable Debt Purchase Transaction.

3. The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	**Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)**
[Revolving Facility]	[*insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies*]
[Accordion Guarantee Facility]	

For and on behalf of
[*Lender*]

By:

PART II
FORM OF NOTICE ON TERMINATION OF NOTIFIABLE DEBT PURCHASE TRANSACTION/ NOTIFIABLE DEBT PURCHASE TRANSACTION CEASING TO BE WITH SIGNIFICANT SHAREHOLDERS

To: [●] as Agent

From: [*The Lender*]

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to paragraph (c) of Clause 30.2 (*Disenfranchisement on Debt Purchase Transactions entered into by Significant Shareholders*) of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice unless given a different meaning in this notice.

2. A Notifiable Debt Purchase Transaction which we entered into and which we notified you of in a notice dated [•] has [terminated]/[ceased to be with a Significant Shareholder].

3. The Notifiable Debt Purchase Transaction referred to in paragraph 2 above relates to the amount of our Commitment(s) as set out below.

Commitment	**Amount of our Commitment to which Notifiable Debt Purchase Transaction relates (Base Currency)**
[Revolving Facility]	[*insert amount (of that Commitment) to which the relevant Debt Purchase Transaction applies*]
[Accordion Guarantee Facility]	

For and on behalf of
[*Lender*]

By:

Schedule 20
OTHER BENCHMARKS

PART I
STIBOR

Currency	SEK
Definitions	
Reference Bank Rate:	The arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks: (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank is willing to lend SEK 100,000,000 for the relevant period without collateral to other banks active on the Swedish money market; or (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.
Reference Banks:	Such entities as may be appointed by the Agent in consultation with the Company.
Business Day:	Any day on which banks are open for general business in Stockholm.
Business Day Conventions (definition of "Month" and Clause 15.2 (*Non-Business Days*)):	No rules specified.
Quotation Day:	Two Business Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Relevant Market:	The Swedish interbank market.
Screen Rate:	The Stockholm interbank offered rate administered by Swedish Financial Benchmark Facility AB (or any other person which takes over the administration and calculation of that rate) for the relevant period displayed on page STIBOR= of the Thomson Reuters screen (or any replacement Thomson Reuters page which

	displays that rate). If such page or service ceases to be available, the Agent may specify another page or service, displaying the relevant rate after consultation with the Company.
Rate fixing timings	
Time at which Benchmark Rate is fixed (Schedule 9 (*Timetables*)):	Quotation Day 11:00 a.m. (Stockholm time).
Time at which Reference Bank Rate falls to be calculated by reference to available quotations (Schedule 9 (*Timetables*)):	Noon on the Quotation Day.
Deadline for quotations to establish a Reference Bank Rate (paragraph (b) of Clause 16.2 (*Calculation of Reference Bank Rate*)):	Noon on the Quotation Day.
Deadline for Lenders to report Market Disruption (Clause 16.3 (*Market Disruption*)):	Close of business in London on the Quotation Day for the relevant Interest Period.

PART II
NIBOR

Currency	NOK
Definitions	
Reference Bank Rate:	The arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks: (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank is willing to lend amounts in Norwegian krone to a prime bank for the relevant period on an unsecured basis; or (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.
Reference Banks:	Such entities as may be appointed by the Agent in consultation with the Company.
Business Day:	Any day on which banks are open for general business in Oslo.
Business Day Conventions (definition of "Month" and Clause 15.2 (*Non-Business Days*)):	Determined by the Agent in accordance with market practice in the Relevant Market.
Quotation Day:	Two Business Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Relevant Market:	The Norwegian interbank market.
Screen Rate:	The Norwegian interbank offered rate administered by Oslo Børs (or any other person which takes over the administration of that rate) for the relevant period displayed on page NIBOR= of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate). If such page or service ceases to be available the Agent may specify another page or service, displaying the relevant rate after consultation with the Company.

Rate fixing timings	
Time at which Benchmark Rate is fixed (Schedule 9 (*Timetables*)):	Noon (Oslo time) on the Quotation Day.
Time at which Reference Bank Rate falls to be calculated by reference to available quotations (Schedule 9 (*Timetables*)):	1:00 p.m. on the Quotation Day.
Deadline for quotations to establish a Reference Bank Rate (paragraph (b) of Clause 16.2 (*Calculation of Reference Bank Rate*)):	1:00 p.m. on the Quotation Day.
Deadline for Lenders to report Market Disruption (Clause 16.3 (*Market Disruption*)):	Close of business in London on the Quotation Day for the relevant Interest Period.

PART III
BBSW

Currency	AUD
Definitions	
Reference Bank Rate:	The arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks as the mid discount rate (expressed as a yield percent to maturity) observed by the relevant Reference Bank for marketable parcels of AUD denominated bank accepted bills and negotiable certificates of deposit issued or accepted by Prime Banks (as defined below), and which mature on the last day of the relevant period. For the purpose of this Schedule 20, "**Prime Bank**" means a bank determined by ASX Benchmark Pty Limited ACN 616 075 417 (or any other person which takes over the administration of the Screen Rate for AUD) as being a Prime Bank or an acceptable acceptor or issuer of bills of exchange or negotiable certificates of deposit for the purposes of calculating that Screen Rate. If the ASX Benchmark Pty Limited, or such other person ceases to make such determinations, the Prime Banks shall be the Prime Banks last so appointed.
Reference Banks:	Such entities as may be appointed by the Agent in consultation with the Company.
Business Day:	Any day on which banks are open for general business in Sydney.
Business Day Conventions (definition of "Month" and Clause 15.2 (*Non-Business Days*)):	Determined by the Agent in accordance with market practice in the Relevant Market.
Quotation Day:	Two Business Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Relevant Market:	The Australian interbank market for bank accepted bills and negotiable certificates of deposit.

Screen Rate:	The Australian bank bill swap reference rate administered by ASX Benchmark Pty Limited ACN 616 075 417 (or any other person which takes over the administration of that rate) for the relevant period displayed on page BBSW of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate). If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Company.
Rate fixing timings	
Time at which Benchmark Rate is fixed (Schedule 9 (*Timetables*)):	Quotation Day 11:00 a.m.
Time at which Reference Bank Rate falls to be calculated by reference to available quotations (Schedule 9 (*Timetables*):	Noon on the Quotation Day
Deadline for quotations to establish a Reference Bank Rate (paragraph (b) of Clause 16.2 (*Calculation of Reference Bank Rate*)):	Noon on the Quotation Day
Deadline for Lenders to report Market Disruption (Clause 16.3 (*Market Disruption*)):	Close of business in London on the Quotation Day for the relevant Interest Period.

PART IV
CIBOR

Currency	DKK
Definitions	
Reference Bank Rate:	The arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks: (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank is willing to lend amounts in DKK to a prime bank for the relevant period on an unsecured basis; or (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.
Reference Banks:	Such entities as may be appointed by the Agent in consultation with the Company.
Business Day:	Any day on which banks are open for general business in Copenhagen.
Business Day Conventions (definition of "Month" and Clause 15.2 (*Non-Business Days*)):	Determined by the Agent in accordance with market practice in the Relevant Market.
Quotation Day:	Two Business Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Relevant Market:	The Danish interbank market.
Screen Rate:	The Copenhagen interbank offered rate administered by the Danish Bankers' Association (or any other person which takes over the administration of that rate) for the relevant period displayed on page CIBOR= of the Thomson

	Reuters screen (or any replacement Thomson Reuters page which displays that rate). If such page or service ceases to be available the Agent may specify another page or service, displaying the relevant rate after consultation with the Company.
Rate fixing timings	
Time at which Benchmark Rate is fixed (Schedule 9 (*Timetables*):	Quotation Day 11:00 a.m. (Copenhagen time).
Time at which Reference Bank Rate falls to be calculated by reference to available quotations (Schedule 9 (*Timetables*):	Noon on the Quotation Day.
Deadline for quotations to establish a Reference Bank Rate (paragraph (b) of Clause 16.2 (*Calculation of Reference Bank Rate*)):	Noon on the Quotation Day.
Deadline for Lenders to report Market Disruption (Clause 16.3 (*Market Disruption*)):	Close of business in London on the Quotation Day for the relevant Interest Period.

PART V
WIBOR

Currency	PLN
Definitions	
Reference Bank Rate:	The arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks: (a) as the rate at which the relevant Reference Bank could borrow funds in the Warsaw interbank market in the relevant currency and for the relevant period were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period; or (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant currency and period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator.
Reference Banks:	Such entities as may be appointed by the Agent in consultation with the Company.
Business Day:	Any day on which banks are open for general business in Warsaw.
Business Day Conventions (definition of "Month" and Clause 15.2 (*Non-Business Days*)):	Determined by the Agent in accordance with market practice in the Relevant Market.
Quotation Day:	Two Business Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)).
Relevant Market:	The Warsaw interbank market.
Screen Rate:	The percentage rate per annum determined by ACI Polska Stowarzyszenie Rynków Finansowych for PLN and the relevant period displayed on the appropriate page of the Reuters screen selected by the Agent. If such page or service ceases to be available, the Agent may specify another page or service, displaying the relevant rate after consultation with the

	Company.
Rate fixing timings	
Time at which Benchmark Rate is fixed (Schedule 9 (*Timetables*):	Quotation Day 11:00 a.m. (Warsaw time).
Time at which Reference Bank Rate falls to be calculated by reference to available quotations (Schedule 9 (*Timetables*):	Noon on the Quotation Day.
Deadline for quotations to establish a Reference Bank Rate (paragraph (b) of Clause 16.2 (*Calculation of Reference Bank Rate*)):	Noon on the Quotation Day.
Deadline for Lenders to report Market Disruption (Clause 16.3 (*Market Disruption*)):	Close of business in Warsaw on the Quotation Day for the relevant Interest Period.

Schedule 21
FORM OF TEG LETTER

[*On the letterhead of the Agent*]

From: [●] as Agent

To: [*French Borrower*]

Dated:

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

Dear Sirs,

We refer to the Facilities Agreement.

This is the letter setting out the applicable effective global rate (*taux effectif global*) referred to in Clause [●] (*Interest*) of the Facilities Agreement.

The applicable *taux effectif global*, calculated on the basis of a 365-day year, is for an Interest Period of [●] and at [EURIBOR] rate of [●] per cent. per annum, [*TEG rate to be inserted*] per cent. (which corresponds to a *taux de période* of [●] per cent. [for a *durée de période* of [●]]).*

The above rate:

(i) is given in order to comply with the provisions of articles L.314-1 to L.314-5 and R. 314-1 and seq of the French *Code de la consommation* and article L. 313-4 of the French *Code monétaire et financier* and on an indicative basis and for information only;

(ii) is calculated on the basis that:

(A) drawdown for the full amount of the Facilit[y/ies] has been made in [CURRENCY] on [DATE];

(B) the [EURIBOR] rate, expressed as an annual rate, is as fixed on [DATE];

(C) the Margin is [●] (assuming that, as the case may be, such Margin will not be adjusted throughout the term of the Facilities Agreement); and

(iii) takes into account the various fees, costs and expenses payable by you under the Facilities Agreement (assuming that such fees, costs and expenses will remain unchanged throughout the term of the Facilities Agreement).

This letter is designated a Finance Document.

Please confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy.

Yours faithfully,

.....

[●]

as Agent

We agree to the above.

.....

[●]]

* To adapt according to the duration of the interest period.

Schedule 22
NOTES DEFINITIONS

"**Acquired Debt**" means, with respect to any specified Person:

(a) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Acquiring Entity**" has the meaning given to such term in sub-paragraph (a) of paragraph 2.5 (*Merger, Consolidation or Sale of Assets*) of Schedule 23 (*Restrictive Covenants*).

"**Additional Guarantee**" has the meaning given to such term in sub-paragraph (a) of paragraph 2.9 (*Additional Guarantees*) of Schedule 23 (*Restrictive Covenants*).

"**Additional Notes**" means any "Additional Notes" issued under, and as defined in, the Senior Secured Note Indenture.

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and, in the case of any natural Person, any Immediate Family member of such Person. For purposes of this definition, "**control**," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided that*, beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "**controlling**", "**controlled by**" and "**under common control with**" shall have correlative meanings.

"**Affiliate Transaction**" has the meaning given to such term in sub-paragraph (a) of paragraph 2.6 (*Transactions with Affiliates*) of Schedule 23 (*Restrictive Covenants*).

"**Alternative Consolidated EBITDA Calculation**" has the meaning ascribed thereto under sub-paragraph (d) of paragraph 2.12 (*Financial Calculations*) of Schedule 23 (*Restrictive Covenants*).

"**Applicable Metric**" means any financial covenant or financial ratio or incurrence-based permission, test, basket or threshold in this Agreement (including any financial definition or component thereof and any financial ratio, test, basket or threshold or permission based on the calculation of Consolidated EBITDA, Gross Leverage Ratio, Secured Gross Leverage Ratio and Non-Guarantor Gross Leverage Ratio or the Fixed Charge Coverage Ratio), any Default, Event of Default or other relevant breach of this Agreement.

"**Asset Sale**" means:

(a) the sale, lease, conveyance or other disposition of any assets, other than sales of (i) treasury stock of the Company and (ii) inventory in the ordinary course of business; *provided that*, the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by paragraph 2.5 (*Merger, Consolidation or Sale of Assets*) of Schedule 23 (*Restrictive Covenants*) and not by paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*); and

(b) the issuance of Capital Stock in any Restricted Subsidiary or the sale by the Company or any Restricted Subsidiary of Capital Stock in any Restricted Subsidiary,

provided that, notwithstanding clauses (a) and (b) above, the following items will not be deemed to be Asset Sales:

(i) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than €25.0 million;

(ii) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(iii) an issuance of Equity Interests by any Restricted Subsidiary to the Company or to another Restricted Subsidiary;

(iv) the sale, lease, assignment or sublease of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(v) the sale or other disposition of cash or Cash Equivalents;

(vi) a Restricted Payment that is permitted by paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*);

(vii) a Permitted Investment;

(viii) a disposition of surplus, obsolete or worn-out equipment or any assets or equipment that is no longer useful in the conduct of the business of the Company and its Restricted Subsidiaries in the ordinary course of business;

(ix) the grant of licenses and sublicenses of intellectual property rights and software to third parties in the ordinary course of business and the transfer or disposal to third parties of any intangible assets derived from the research and development of products of the Company in the ordinary course of business;

(x) the disposal or abandonment of intellectual property that is no longer economically practicable to maintain or which is no longer required for the business of the Company and its Restricted Subsidiaries;

(xi) sales or dispositions of Receivables in connection with any factoring transaction pursuant to customary arrangements; *provided that*, any Indebtedness incurred in relation thereto is permitted to be incurred under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*);

(xii) a disposition by way of the granting of a Permitted Lien or foreclosures on assets;

(xiii) a disposition by way of the granting of a Lien permitted under paragraph 2.3 (*Liens*) of Schedule 23 (*Restrictive Covenants*), including Permitted Liens;

(xiv) the foreclosure, condemnation, abandonment or any similar action with respect to any property or other assets and any surrender or waiver of contract rights, or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(xv) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(xvi) sales or other dispositions of assets received by the Company or any Restricted Subsidiary upon the foreclosure on a Lien granted in favor of the Company or any Restricted Subsidiary;

(xvii) a disposition that is made in connection with the establishment of a joint venture which is a Permitted Investment or sales, transfers and other dispositions of Investments in joint ventures

to the extent required by or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements;

(xviii) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(xix) any sale or other disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(xx) the disposition of assets to a Person providing services in relation to such assets, including in connection with any services which have been or are to be outsourced by the Company or any Restricted Subsidiary to such Person; and

(xxi) that is a disposition as part of any Permitted Transaction.

"**Available RP Capacity Amount**" means:

(a) the aggregate amount of Restricted Payments that may be made at the time of determination pursuant to (x) sub-paragraph (a) of paragraph 2.1 (Restricted Payments) of Schedule 23 (*Restrictive Covenants*) and (y) clauses (vii), (ix) and (xii) of sub-paragraph (b) of paragraph 2.1 (Restricted Payments) of Schedule 23 (*Restrictive Covenants*), in each case, multiplied by one hundred per cent.; ***minus***

(b) the sum of the amount of the Available RP Capacity Amount utilized by the Company or any Restricted Subsidiary to (i) make Restricted Payments in reliance on sub-paragraph (a) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*) and clauses (vii), (ix) and (xii) of sub-paragraph (b) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*), and (ii) Incur Indebtedness pursuant to clause (xviii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*); ***plus***

(c) the aggregate principal amount of Indebtedness prepaid prior to or substantially concurrently at such time, solely to the extent such Indebtedness was Incurred pursuant to clause (xviii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of* Preferred *Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) (it being understood that the amount under this clause (c) shall only be available for use pursuant to clause (xviii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*).

"**Bankruptcy Law**" means (a) Title 11 of the U.S. Code or (b) any other law of the United States (or any political subdivision thereof) or of any other jurisdiction (or any political subdivision thereof) relating to bankruptcy, insolvency, receivership, winding up, liquidation, reorganisation or relief of debtors including without limitation, in relation to an Obligor organised under the laws of the Grand Duchy of Luxembourg, bankruptcy (*faillite*), insolvency, its voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance (*action pauliana*), general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have

beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "**Beneficially Owns**" and "**Beneficially Owned**" have a corresponding meaning.

"**Board of Directors**" means:

(a) with respect to a corporation, the board of directors of the corporation;

(b) with respect to a partnership, the board of directors of the general partner of the partnership; and

(c) with respect to any other Person, the board or committee of such Person serving a similar function.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks and financial institutions are open in New York, London, Madrid, Barcelona, Luxembourg and any place of payment under this Agreement.

"**Calculation Date**" has the meaning given to such term in the definition of "Fixed Charge Coverage Ratio".

"**Capital Lease Obligation**" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP as in effect on the Effective Date.

"**Capital Stock**" means:

(a) in the case of a corporation, ordinary shares, preferred stock, corporate stock, share capital, treasury stock or other participation in the share capital of such corporation (including in the form of *acciones* or *participaciones*);

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person,

except, in each case, any *préstamo participativo.*

"**Cash Equivalents**" means:

(a) (i) euros, U.S. dollars or pound sterling or (ii) in respect of any Restricted Subsidiary, its local currency;

(b) securities or marketable direct obligations issued by or directly and fully guaranteed or insured by the government of a member of the European Union, the United Kingdom, the United States, Canada, Switzerland or Japan having maturities of not more than twelve months from the date of acquisition;

(c) certificates of deposit and euro time deposits with maturities of twelve months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and

overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of €500.0 million;

(d) repurchase obligations and reverse repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (b) and (c) above entered into with any financial institution meeting the qualifications specified in clause (c) above;

(e) commercial paper having at the time of acquisition thereof at least P-1 by Moody's or at least A-1 by S&P and in each case maturing within twelve months after the date of acquisition;

(f) Indebtedness or preferred stock issued by Persons with a ranking of "A" or higher from S&P or "A2" or higher from Moody's; and

(g) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (f) of this definition.

"**Change of Control**" means the occurrence of any of the following:

(a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole to another "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than one or more Permitted Holders;

(b) the adoption of a plan relating to the liquidation or dissolution of the Company, except as part of a merger, or consolidation, or a sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, in each case permitted under paragraph 2.5 (*Merger, Consolidation or Sale of Assets*) of Schedule 23 (*Restrictive Covenants*); or

(c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined in clause (a) above) or any "group" (as that term is used in Section 14(d) of the Exchange Act), other than one or more Permitted Holders becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares.

"**Collateral**" means the Charged Property as defined in Clause 1 (*Definitions*).

"**Consolidated EBITDA**" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

(a) provision for taxes based on income or profits of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; ***plus***

(b) the Consolidated Interest Expense of such Person and its Subsidiaries which are Restricted Subsidiaries for such period; ***plus***

(c) depreciation, amortization (including, without limitation, amortization of intangibles and deferred financing fees) and other non-cash charges and expenses (including without limitation write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets and the impact of purchase accounting on the Company and its Restricted Subsidiaries for such period) of the Company and its Restricted Subsidiaries (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) for such period; ***plus***

(d) the amount of any minority interest expense consisting of subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Restricted Subsidiary in such period or any prior period, except to the extent of dividends declared or paid on, or other cash payments in respect of, Equity Interests held by such parties; ***plus***

(e) any expense or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme; ***plus***

(f) any expenses, charges or fees relating to any Equity Offering, Permitted Investment, acquisition, disposition, joint venture, recapitalisation or the incurrence, amendment, waiver or other modification of any Indebtedness permitted to be incurred by this Agreement (or the refinancing thereof) (whether or not successful or consummated); ***plus***

(g) (i) the amount of any restructuring charge, accrual or reserve (and adjustments to existing reserves), integration cost or other business optimisation expense or cost (including charges directly related to the implementation of cost-savings or research and development initiatives) that is deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions or divestitures after the Effective Date, including those related to any severance, retention, signing bonuses, relocation, recruiting and other employee related costs, internal costs in respect of strategic initiatives, research and development initiatives, and curtailments or modifications to pension and post-retirement employment benefit plans (including any settlement of pension liabilities), systems development and establishment costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business and consulting fees Incurred with any of the foregoing and (ii) fees, costs and expenses associated with acquisition related litigation and settlements thereof; ***plus***

(h) the amount of "run-rate" cost savings (including cost savings with respect to salary, benefit and other direct savings resulting from work force reductions and facility, benefit and insurance savings), operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies that are projected by the Company (in good faith) to be realised as a result of actions taken or expected to be taken after the date of any acquisition, disposition, divestiture, restructuring or the implementation of a cost savings, research and development or other similar initiative, as applicable (calculated on a pro forma basis as though such cost savings, operating expense or loss reductions, restructuring charges and expenses, other operating improvements and initiatives and synergies had been realised on the first day of such period and during the entirety of such period), net of the amount of actual benefits realised during such period from such actions; *provided* that, in each case in the good faith determination of the Company, (i) all steps have been taken, or are reasonably expected to be taken, in good faith, for realising such cost-savings, (ii) such cost savings are reasonably identifiable, factually supportable and anticipated to be realised within 24 months of the taking of such action and (iii) the amount of any adjustments made pursuant to this sub-paragraph (h) for any period of four consecutive fiscal quarters shall not exceed more than 25.0% of Consolidated EBITDA for such period (calculated before giving effect to any such adjustments); ***plus***

(i) the amount of deferred revenue from "Prime" subscription fees that have been collected and that are pending to be accrued for such period; ***plus***

(j) unrealised foreign exchange gains or losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Restricted Subsidiaries; ***plus***

(k) all expenses incurred directly in connection with any early extinguishment of Indebtedness; ***minus***

(l) non-cash items increasing such Consolidated Net Income for such period (other than any non-cash items increasing such Consolidated Net Income pursuant to clauses (a) through (n) of the definition of Consolidated Net Income), other than the reversal of a reserve for cash charges in a future period in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP, except as otherwise stated in this Agreement.

"**Consolidated Interest Expense**" means, with respect to any specified Person for any period, the sum, without duplication, of:

(a) the consolidated interest expense (net of interest income) of such Person and its Subsidiaries which are Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt discount (but not debt issuance costs, commissions, fees and expenses), non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments), the interest component of deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings; ***plus***

(b) the consolidated interest expense (but excluding such interest on Subordinated Shareholder Debt) of such Person and its Subsidiaries which are Restricted Subsidiaries that was capitalized during such period; ***plus***

(c) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Subsidiaries which are Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries which are Restricted Subsidiaries; ***plus***

(d) net payments and receipts (if any) pursuant to interest rate Hedging Obligations (excluding amortization of fees) with respect to Indebtedness; ***plus***

(e) the product of (i) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock of the Company or preferred stock of any Restricted Subsidiary, other than dividends on Equity Interests payable to the Company or a Restricted Subsidiary, ***times*** (ii) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined national, state and local statutory tax rate of such Person, expressed as a decimal, as estimated in good faith by a responsible accounting or financial officer of the Company.

"**Consolidated Net Income**" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiaries), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided that*:

(a) any net after-tax extraordinary, non-recurring or exceptional gains or losses or income, expenses or charges (less all fees and expenses related thereto) and any severance expenses will be excluded;

(b) the net income of any Person that is not a Restricted Subsidiary or that is accounted for under the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary which is a Subsidiary of the Person;

(c) solely for the purpose of determining the amount available for Restricted Payments under clause (C)(I) of sub-paragraph (a) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*), any net income of any Restricted Subsidiary (other than any Obligor) will be excluded if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company (or any other Obligor that holds the Equity Interests of such Restricted Subsidiary, as applicable), by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (i) restrictions that have been waived or otherwise released, (ii) restrictions pursuant to this Agreement, the Senior Secured Notes or the Senior Secured Note Indenture and (iii) contractual restrictions in effect on the Effective Date with respect to such Restricted Subsidiary and other restrictions with respect to such Restricted Subsidiary that, taken as a whole, are not materially less favorable to the Lenders than such restrictions in effect on the Effective Date), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary (other than any Obligor), to the limitation contained in this clause (c));

(d) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations shall be excluded;

(e) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Company or any Restricted Subsidiaries (including pursuant to any sale leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Company) will be excluded;

(f) any one time non-cash charges or any amortization or depreciation resulting from purchase accounting, in each case, in relation to any acquisition of, or merger or consolidation with, another Person or business or resulting from any reorganization or restructuring involving the Company or its Subsidiaries will be excluded;

(g) the cumulative effect of a change in accounting principles will be excluded;

(h) any unrealized gains or losses in respect of Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value or changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations will be excluded;

(i) any non-cash compensation charge or expenses arising from any grant of stock, stock options or other equity based awards will be excluded;

(j) any goodwill or other intangible or tangible asset impairment charges will be excluded;

(k) all deferred financing costs written off and premium paid in connection with any early extinguishment of Indebtedness and any net gain or loss from any write-off or forgiveness of Indebtedness will be excluded;

(l) any capitalized interest (including accreting or pay-in-kind interest) on any Subordinated Shareholder Debt will be excluded;

(m) any foreign currency translation gains or losses (including gains or losses related to currency remeasurements of Indebtedness) of the Company and its Restricted Subsidiaries will be excluded; and

(n) any expenses, costs or other charges (including any non-cash charges) related to the Refinancing will be excluded.

"**Credit Facilities**" means one or more debt facilities, instruments, arrangements, commercial paper facilities, overdraft facilities, indentures, trust deeds or note purchase agreements, in each case with banks, other institutional lenders, funds, investors or governmental lending agencies providing for revolving credit loans, bonds, notes, debt securities, term loans, Receivables financing (including through the sale of Receivables to such lenders or to special purpose entities formed to borrow from such lenders against such Receivables) or letters of credit, bonds, notes, debentures or other corporate debt instruments or other Indebtedness, including the Facilities under this Agreement, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time and, in each case, including all agreements, indentures, instruments, purchase agreements and documents executed and delivered pursuant to or in connection with the foregoing (including any letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "**Credit Facilities**" shall include any agreement or instrument (a) changing the maturity of any Indebtedness incurred thereunder, (b) adding Subsidiaries of the Company as additional borrowers, issuers or guarantors thereunder, (c) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder or (d) otherwise altering the terms and conditions thereof.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default (as defined in this Schedule 22).

"**Designated Non-Cash Consideration**" means the fair market value (as determined in good faith by an officer or the Board of Directors of the Company) of non-cash consideration received by the Company or any Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*).

"**Disqualified Stock**" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 365 days after the Termination Date. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company to repurchase such Capital Stock upon the occurrence of a Change of Control (as defined in this Schedule 22) or an Asset Sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*).

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any (i) debt security that is convertible into, or exchangeable for, Capital Stock and (ii) any *préstamo participativo*).

"**Equity Investors**" means (i) the Ardian Funds and its Affiliates or any trust, fund, company or partnership owned, managed or advised by Ardian France S.A. or its Affiliates and (ii) the Permira

Funds or any trust, fund, company or partnership owned, managed or advised by Permira Asesores, S.L. or its Affiliates.

"**Equity Offering**" means any public or private sale of Equity Interests of the Company (other than Disqualified Stock) other than public offerings with respect to common stock of the Company registered on Form S-8 or its equivalent.

"**Euro Equivalent**" means, with respect to any monetary amount in a currency other than the euro, at any time of determination thereof, the amount of euro obtained by converting such currency other than euro involved in such computation into euro at the spot rate for the purchase of euro with the applicable currency other than euro as published in the Financial Times in the "Currency Rates" section (or, if the Financial Times is no longer published, or if such information is no longer available in the Financial Times, such source as may be selected in good faith by the Company) on the date of such determination. Except as expressly provided otherwise, whenever it is necessary to determine whether the Company or any Restricted Subsidiary has complied with any covenant or other provision in this Agreement or if there has occurred a Default or an Event of Default and an amount is expressed in a currency other than euro, such amount will be treated as the Euro Equivalent determined as of the date such amount is initially determined in such non euro currency. For purposes of determining whether any Indebtedness can be incurred (including Permitted Debt), any Investment can be made or any transaction under paragraph 2.6 (*Transactions with Affiliates*) of Schedule 23 (*Restrictive Covenants*) can be undertaken (a "**Tested Transaction**"), the Euro Equivalent of such Indebtedness, Investment or transaction under paragraph 2.6 (*Transactions with Affiliates*) of Schedule 23 (*Restrictive Covenants*)) shall be determined on the date incurred, made or undertaken and, in each case, no subsequent change in the Euro Equivalent shall cause such Tested Transaction to have been incurred, made or undertaken in violation of this Agreement.

"**Event of Default**" means any Event of Default specified in paragraph (b) of Clause 28.4 (*Cross Default*) or in Clause 28.9 (*Notes Events of Default*).

"**Exchange Act**" means the U.S. Exchange Act of 1934, as amended.

"**Existing Indebtedness**" means Indebtedness in existence on the Effective Date, but excluding any Indebtedness under the Senior Secured Notes; *provided that*, Indebtedness that is intended to be repaid from the proceeds from the Senior Secured Notes as described in the Offering Memorandum under the caption "*Use of Proceeds*" shall constitute Existing Indebtedness only until such Indebtedness is so repaid.

"**Fair Market Value**" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. For purposes of paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*) and paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*), the Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of €50.0 million, shall be set forth in a resolution approved by at least a majority of the Board of Directors of the Company set forth in an Officer's Certificate delivered to the Agent. Except as otherwise provided herein, and for the purposes of paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*) and paragraph 2.1 (*Restricted Payments*), Fair Market Value will be determined in good faith by a responsible accounting or financial officer of the Company, whose determination will be final and conclusive.

"**Fixed Charge Coverage Ratio**" means with respect to any specified Person for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of determination, the ratio of the Consolidated EBITDA of such Person for such period (calculated (i) before the Relevant Date, on the basis of the Alternative Consolidated EBITDA

Calculation, and (ii) on or after the Relevant Date, on the basis of the Standard Consolidated EBITDA Calculation) to the Consolidated Interest Expense of such Person for such period. In the event that the specified Person or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings, unless such ordinary working capital borrowings have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "**Calculation Date**"), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such incurrence, assumption, guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the Calculation Date; *provided however*, that the *pro forma* calculation of Consolidated Interest Expense shall not give effect to any Permitted Debt incurred on the date of determination or to any discharge on the date of determination of any Indebtedness to the extent such discharge results from the proceeds of Permitted Debt.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(a) acquisitions that have been made by the specified Person or any of its Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given *pro forma* effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a *pro forma* basis, but without giving effect to clause (b) of the proviso set forth in the definition of Consolidated Net Income; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Fixed Charge Coverage Ratio shall be calculated, *mutatis mutandis*, on the basis described in the first paragraph of this definition;

(b) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Calculation Date, shall be excluded;

(c) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the specified Person or any of its Subsidiaries following the Calculation Date; and

(d) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period.

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever *pro forma* effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness incurred in connection therewith, the *pro forma* calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include *pro forma* expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company.

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the

applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever *pro forma* effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"**Go Voyages**" means Go Voyages SAS, an entity organised under the laws of France.

"**Gross Leverage Ratio**" means, as of any date of determination, the ratio of (x) the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date to (y) the aggregate amount of Consolidated EBITDA of the Company calculated (i) before the Relevant Date, on the basis of the Alternative Consolidated EBITDA Calculation, and (ii) on or after the Relevant Date, on the basis of the Standard Consolidated EBITDA Calculation. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings that have been permanently repaid and have not been replaced) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Gross Leverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Gross Leverage Ratio is made (the "**Leverage Ratio Calculation Date**"), then the Gross Leverage Ratio shall be calculated giving *pro forma* effect to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Gross Leverage Ratio:

(a) acquisitions that have been made by the Company or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Leverage Ratio Calculation Date shall be given *pro forma* effect as if they had occurred on the first day of the four-quarter reference period and Consolidated EBITDA for such reference period shall be calculated on a *pro forma* basis; the consolidated EBITDA (or equivalent metric) of the acquired company to be taken into account for purposes of the calculation of the Gross Leverage Ratio shall be calculated, *mutatis mutandis*, on the basis described in the first paragraph of this definition;

(b) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of or the operations of which are substantially terminated prior to the Leverage Ratio Calculation Date, shall be excluded;

(c) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Leverage Ratio Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the Company or any of its Restricted Subsidiaries following the Leverage Ratio Calculation Date; and

(d) any Person that is a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period; and

any Person that is not a Restricted Subsidiary on the Leverage Ratio Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period.

For purposes of this definition and the definitions of Consolidated EBITDA, Consolidated Interest Expense and Consolidated Net Income, whenever *pro forma* effect is to be given to a transaction, (a) the *pro forma* calculations shall be determined in good faith by a responsible financial or accounting officer of the Company and may include *pro forma* expenses and cost reductions and cost synergies that have occurred or are reasonably expected to occur in the good faith judgment of a responsible financial or accounting officer of the Company, (b) in respect of cost synergies and cost savings, the pro forma calculations shall be made as though the full effect of such cost synergies and cost savings were realised on the first day of the relevant period and shall also include the reasonably anticipated full run rate cost savings effect (determined in good faith by a responsible financial or accounting officer of the Company) of costs savings and programmes that have been initiated by the Company and its Restricted Subsidiaries as though such costs savings programmes had been fully implemented on the first day of the relevant period, (c) pro forma effect shall be given to transactions for which the Company has made a Determination Date Election, (d) Indebtedness incurred in reliance on sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) (other than pursuant to clause (xv) thereof) as of the date of determination shall be excluded and (e) the discharge on the determination date of any Indebtedness to the extent that the discharge of such Indebtedness results from proceeds of Indebtedness incurred in reliance on sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) shall not be given effect.

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness). For purposes of this definition, whenever *pro forma* effect is to be given to any Indebtedness incurred pursuant to a revolving credit facility, the amount outstanding on the date of such calculation will be computed based on (i) the average daily balance of such Indebtedness during such four fiscal quarters or such shorter period for which the facility was outstanding or (ii) if such facility was created after the end of such four fiscal quarters, the average daily balance of such Indebtedness during the period from the date of creation of such facility to the date of such calculation. Interest on Indebtedness that may optionally be determined at an interest rate based on a prime or similar rate, a euro interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as the relevant Person may designate.

"**guarantee**" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"**Hedging Obligations**" means, with respect to any specified Person, the obligations of such Person under:

(a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates or foreign exchange rates.

"**Immediate Family**" has the meaning specified in Rule 16a-1(e) of the Exchange Act.

"**Indebtedness**" means:

(a) with respect to any specified Person, the principal and premium amount of any indebtedness (excluding accrued expenses and trade payables) of such Person, whether or not contingent:

(i) in respect of borrowed money;

(ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or, without duplication, reimbursement agreements in respect thereof, except to the extent such reimbursement obligation relates to a trade payable and such obligation is satisfied within 30 days of incurrence);

(iii) in respect of banker's acceptances;

(iv) representing Capital Lease Obligations;

(v) representing the balance deferred and unpaid of the purchase price of any property or services which deferred purchase price is due more than twelve months after such property is acquired or such services are completed (but excluding, for the purpose of calculating the Fixed Charge Coverage Ratio, any amount deemed to represent interest pursuant to the definition of Consolidated Interest Expense); or

(vi) representing any Hedging Obligations (the amount of any such indebtedness to be equal at any time to the net payments that would be payable by such Person at such time under the Hedging Obligations at its scheduled termination date),

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with GAAP; and

(b) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person (to the extent guaranteed by such Person), *provided however*, that in the case of such Indebtedness secured by a Lien, the amount of such Indebtedness will be the lesser of (x) the Fair Market Value of such asset at such date of determination and (y) the amount of such Indebtedness of such other Person,

provided however, that in no event shall the following constitute Indebtedness:

(i) advances paid by customers in the ordinary course of business for services or products to be provided or delivered in the future;

(ii) deferred taxes;

(iii) post-closing payment adjustments in connection with the purchase of any business to which a seller may be entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided however*, that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter;

(iv) any contingent obligation in respect of workers' compensation claims, early retirement obligations, obligations in respect of severance or retirement or pension fund contributions;

(v) contingent obligations in the ordinary course;

(vi) any obligations in respect of operating leases and other leases that do not constitute Capital Lease Obligations;

(vii) obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, performance bond, advance payment bonds, surety bonds, completion or performance guarantees or similar transactions, including any such letter of credit or guarantee issued under any Credit Facility (including the Facilities under this Agreement and any Ancillary Facility), to the extent that such letters, bonds, guarantees or similar credit transactions are not drawn upon;

(viii) obligations of any other Person except as provided by sub-paragraph (b) above; and

(ix) Subordinated Shareholder Debt.

The amount of any Indebtedness outstanding as of any date shall be:

(A) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and

(B) the principal amount of the Indebtedness in the case of any other Indebtedness.

"**Initial Lien**" has the meaning given to such term in sub-paragraph (a) of paragraph 2.3 (Liens) of Schedule 23 (*Restrictive Covenants*).

"**Investments**" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of other extensions of credit, loans (including the maintenance of current accounts, cash accounts, and the extension of guarantees or other obligations), advances (other than advances to suppliers in the ordinary course of business or to customers in the ordinary course of business that are recorded as Receivables) or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet (excluding the footnotes) prepared in accordance with GAAP. If the Company or any of its Subsidiaries sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in sub-paragraph (d) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*). The acquisition by the Company or any of its Subsidiaries of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person in an amount determined as provided in sub-paragraph (d) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*).

"**Leverage Ratio Calculation Date**" has the meaning given to such term in the definition of "Gross Leverage Ratio".

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"**Moody's**" means Moody's Investors Service, Inc.

"**Net Cash Proceeds**" means:

(a) the aggregate proceeds in cash or Cash Equivalents received by the Company or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash in cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP; and

(b) with respect to any issuance or sale of Capital Stock or Permitted Refinancing Indebtedness, the proceeds of such issuance or sale in the form of cash or Cash Equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or Cash Equivalents (except to the extent that such obligations are financed or sold with recourse to the Company or any Restricted Subsidiary), net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultants' and other fees incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"**Non-Guarantor Gross Leverage Ratio**" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date" in clause (x) of such definition with "(1) the sum of the aggregate outstanding Indebtedness of the Company and its Restricted Subsidiaries on a consolidated basis as of such date less (2) the sum of the aggregate outstanding Indebtedness incurred solely by an Obligor on a consolidated basis as of such date (for the avoidance of doubt, excluding from this calculation any Indebtedness of the Company or any Restricted Subsidiary owed to the Company or any Restricted Subsidiary)".

"**Non-Recourse Debt**" means Indebtedness:

(a) as to which neither the Company nor any Restricted Subsidiary (i) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (ii) is directly or indirectly liable as a guarantor or otherwise, or (iii) constitutes the lender;

(b) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than Indebtedness owed to the Finance Parties) of the Company or any Restricted Subsidiary to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity (except for any such right that would arise pursuant to Existing Indebtedness or Credit Facilities including any refinancing in respect thereof permitted by this Agreement); and

(c) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any Restricted Subsidiary.

"**Obligations**" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"**Offering Memorandum**" means the offering memorandum in relation to the Senior Secured Notes.

"**Officer's Certificate**" means, with respect to any Person, a certificate signed by one authorized legal or financial officer of such Person.

"**Opinion of Counsel**" means a written opinion from legal counsel reasonably satisfactory to the Agent. The counsel may be an employee of or counsel to the Company or its Subsidiaries.

"**Pari Passu Indebtedness**" means Indebtedness of the Company or any Senior Note Guarantor which ranks *pari passu* in right of payment with, in the case of the Company, the Senior Secured Notes, and, in the case of any Senior Note Guarantor, such Senior Note Guarantor's Senior Note Guarantee.

"**Permitted Asset Swap**" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets, cash and Cash Equivalents between the Company or any Restricted Subsidiary and another Person; *provided that*, any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*).

"**Permitted Collateral Liens**" means:

(a) Liens on the Collateral (i) arising by operation of law or that are described in one or more of clauses (e), (h), (i), (k), (n), (q), (r) and (z) of the definition of "Permitted Liens" or (ii) that are Liens granted to cash management banks securing cash management operations and that, in each case, would not materially interfere with the ability of the Security Agent to enforce the Liens on the Collateral;

(b) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under clauses (i) or (vii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) (including Indebtedness of any Obligor incurred under the Finance Documents) and which Indebtedness if incurred under clause (i), or to the extent securing Indebtedness representing any Hedging Obligations in respect of interest rates under any Senior Secured Notes bearing a floating rate of interest, clause (vii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) may have super priority not materially less favourable to the holders of the Senior Secured Notes than that accorded to the Facilities on the Effective Date as provided in the Intercreditor Agreement on the Effective Date; or clause (viii) of sub-paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) (to the extent the guarantees described in clause (viii) are in respect of Indebtedness otherwise permitted to be secured and is specified in this definition of "Permitted Collateral Liens");

(c) Liens on the Collateral securing the Senior Secured Notes on the Effective Date and any Permitted Refinancing Indebtedness in respect thereof and any Permitted Refinancing Indebtedness in respect thereof;

(d) Liens on the Collateral to secure Indebtedness of the Company or any Restricted Subsidiary that is permitted to be incurred under clause (xv) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) and any Permitted Refinancing Indebtedness in respect thereof;

(e) Liens on the Collateral securing Senior Secured Indebtedness incurred under sub-paragraph (a) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) (*provided that*, in the case of clauses (d) and (e), after giving *pro forma* effect to such incurrence on that date and the

application of the proceeds thereof, the Secured Gross Leverage Ratio shall be no greater than 3.75 to 1.00) and any Permitted Refinancing Indebtedness in respect thereof.

"**Permitted Debt**" has the meaning given to such term in sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*).

"**Permitted Holders**" means the Equity Investors and Related Parties. Any person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a prepayment is made in accordance with Clause 12.1 (*Exit*) will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"**Permitted Investments**" means:

(a) any Investment in the Company or any Restricted Subsidiary;

(b) any Investment in cash or Cash Equivalents;

(c) any Investment by the Company or any Restricted Subsidiary in a Person, if as a result of such Investment:

(i) such Person becomes a Restricted Subsidiary; or

(ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or any Restricted Subsidiary;

(d) any Investment made as a result of the receipt of non-cash consideration including Replacement Assets from an Asset Sale (or a transaction excepted from the definition of Asset Sale) that was made pursuant to and in compliance with paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*);

(e) any Investments received in compromise or resolution of (i) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries or (ii) litigation, arbitration or other disputes;

(f) any Investment to the extent made solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company or Subordinated Shareholder Debt;

(g) (i) Receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and (ii) advance payments made in relation to capital expenditure in the ordinary course of business;

(h) loans and advances to, and guarantees of loans or advances to, employees in the ordinary course of business and on terms consistent with past practice, including, without limitation, travel, relocation and other like advances;

(i) lease, utility and other similar deposits in the ordinary course of business or otherwise described in the definition of "Permitted Liens";

(j) Hedging Obligations incurred in compliance with paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*);

(k) Investments made after the Effective Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (k) that

are at the time outstanding not to exceed (i) the greater of (x) €50.0 million and (y) an amount equal to 37.9% of Consolidated EBITDA, **plus** (ii) an amount equal to 100% of the dividends or distributions (including payments received in respect of loans and advances) received by the Company or a Restricted Subsidiary from a Permitted Joint Venture (which dividends or distributions are not included in the calculation in clauses (C)(I) through (C)(V) of sub-paragraph (a) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*) and dividends and distributions that reduce amounts outstanding under clause (i) hereof); provided that, if an Investment is made pursuant to this clause (k) in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary pursuant to paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*) such Investment shall thereafter be deemed to have been made pursuant to clause (c) of the definition of "Permitted Investments" and not this clause (k);

(l) (i) guarantees not prohibited under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) and (ii) (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business;

(m) any Investments in Permitted Joint Ventures made after the Effective Date having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (m) that are at the time outstanding not to exceed, the greater of (x) €25.0 million and (y) and (b) an amount equal to 18.9% of Consolidated EBITDA;

(n) any Investment in the Senior Secured Notes (including any Additional Notes) and any other Indebtedness of the Company or any Restricted Subsidiary;

(o) any Investment existing on, or made pursuant to binding commitments existing on, the Effective Date and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the Effective Date; *provided that*, the amount of any such Investment may be increased (x) as required by the terms of the agreement governing such Investment as in existence on the Effective Date or (y) as otherwise permitted under this Agreement; and

(p) any Investment acquired after the Effective Date as a result of the acquisition by the Company or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries in a transaction that is not prohibited by paragraph 2.5 (*Merger, Consolidation or Sale of Assets*) of Schedule 23 (*Restrictive Covenants*) after the Effective Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation.

"**Permitted Joint Venture**" means:

(a) any corporation, association or other business entity (other than a partnership) that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the total equity and total Voting Stock is at the time of determination owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof; and

(b) any partnership, joint venture, limited liability company or similar entity that is not a Restricted Subsidiary and that, in each case, is engaged primarily in a Similar Business and of which at least 20% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are at the time of determination,

owned or controlled, directly or indirectly, by the Company or one or more Restricted Subsidiaries or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise.

"**Permitted Liens**" means:

(a) Liens on assets of the Company or any Restricted Subsidiary securing Indebtedness in an outstanding principal amount at any one time outstanding not exceeding the greater of (x) €50.0 million and (y) an amount equal to 37.9% of Consolidated EBITDA;

(b) Liens in favor of the Company or a Restricted Subsidiary (but not, in the case of a Restricted Subsidiary that is not an Obligor, Liens in favor of such Restricted Subsidiary over the assets of an Obligor);

(c) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or any Restricted Subsidiary; provided that, such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary or is merged with or into or consolidated with the Company or the Restricted Subsidiary;

(d) Liens on property existing at the time of acquisition of the property by the Company or any Restricted Subsidiary; provided that, such Liens were in existence prior to the contemplation of such acquisition;

(e) Liens to secure the performance of statutory or regulatory requirements, trade contracts, leases, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to secure payment of such obligations);

(f) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (iv) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*) covering only the assets acquired with such Indebtedness;

(g) Liens securing Permitted Refinancing Indebtedness of secured Indebtedness incurred by the Company or a Restricted Subsidiary permitted to be incurred under this Agreement; provided that, any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured the Indebtedness being refinanced;

(h) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; provided that, any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(i) Liens, pledges and deposits incurred in connection with workers' compensation, unemployment insurance and other types of statutory obligations;

(j) any Lien that is a Permitted Collateral Lien, or a Lien in favor of the Secured Parties, including the Liens created pursuant to the Transaction Security Documents;

(k) Liens in favor of customs or revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens arising out of put/call agreements with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(m) Liens securing Indebtedness incurred under clause (vii) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*);

(n) easements, rights-of-way, municipal and zoning ordinances, utility agreements, reservations, encroachments, restrictions and similar charges, encumbrances, title defects or other irregularities that do not materially interfere with the ordinary course of business of the Company and its Restricted Subsidiaries taken as a whole;

(o) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, to the extent such cash or Cash Equivalents refund the payment of interest on such Indebtedness and are held in an escrow account or similar arrangement to be applied for such purpose;

(p) Liens on assets of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(q) Liens imposed by law, such as carriers', landlords', warehousemen's, suppliers', and mechanics' Liens and other similar Liens, on the property of the Company or any Restricted Subsidiary arising in the ordinary course of business;

(r) Liens on property of the Company or any Restricted Subsidiary pursuant to conditional sale, title retention agreements, consignment or similar arrangements;

(s) Liens on property of the Company or any Restricted Subsidiary arising as a result of leases of such property to other Persons;

(t) deposit arrangements entered into in connection with acquisitions or in the ordinary course of business excluding arrangements for borrowed money;

(u) Liens existing on the Effective Date;

(v) Liens on the Capital Stock and assets of a Permitted Joint Venture that secure the Indebtedness of such Permitted Joint Venture;

(w) Liens in respect of factoring of Receivables pursuant to customary arrangements; provided that, any Indebtedness incurred in relation thereto is permitted to be incurred under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*);

(x) Liens on any proceeds loan made by the Company or any Restricted Subsidiary in connection with any future incurrence of Indebtedness (other than any Additional Notes) permitted under this Agreement (without any requirement to secure the obligations of the Obligors under the Finance Documents with a Lien on such proceeds loan);

(y) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(z) banker's Liens, rights of set off or similar rights and remedies as to deposit accounts, cash pooling arrangements, net balance or balance transfer agreements, Liens arising out of judgments or awards not constituting an Event of Default and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(aa) Liens on assets of any Restricted Subsidiary that is not an Obligor to secure Indebtedness incurred by any Restricted Subsidiary that is not an Obligor;

(bb) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the Incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(cc) leases, licenses, subleases and sublicenses of assets in the ordinary course of business;

(dd) any interest or title of a lessor under any operating lease;

(ee) filing of Uniform Commercial Code financing statements under United States state law (or similar filings under other applicable jurisdictions) in connection with operating leases in the ordinary course of business;

(ff) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(gg) Liens incurred in connection with a cash management program established in the ordinary course of business;

(hh) Liens securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities;

(ii) Liens to secure Indebtedness permitted by clause (xix) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*); and

(jj) any extension, renewal, refinancing or replacement, in whole or in part, of any Lien described in the foregoing clauses (a) through (ii); provided that, any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder.

"**Permitted Refinancing Indebtedness**" means any Indebtedness of the Company or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, exchange, discharge, defease or refund other Indebtedness of the Company or any Restricted Subsidiary (other than intercompany Indebtedness); *provided that*:

(a) the principal amount (or accreted value, if applicable, or if issued with original issue discount, aggregate issue price) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable, or if issued with original issue discount, aggregate issue price) of the Indebtedness extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(b) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded;

(c) if the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded is subordinated in right of payment to the obligations of the Obligors under the Finance Documents, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the

obligations of the Obligors under the Finance Documents (as applicable) on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded; and

(d) if an Obligor was the obligor of the Indebtedness being extended, refinanced, renewed, replaced, exchanged, discharged, defeased or refunded, such Indebtedness is incurred by an Obligor.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**Public Debt**" means any bonds, debentures, notes or other indebtedness of a type that could be issued or traded in any market where capital funds (whether debt or equity) are traded, including private placement sources of debt and equity as well as organized markets and exchanges, whether such indebtedness is issued in a public offering or in a private placement to institutional investors or otherwise.

"**Receivable**" means a right to receive payment arising from a sale or lease of goods or services by a Person pursuant to an arrangement with another person pursuant to which such other Person is obligated to pay for goods or services under terms that permit the purchase of such goods and services on credit, as determined in accordance with GAAP.

"**Refinancing**" means the issuance of the Senior Secured Notes, the entry into this Agreement and the application of proceeds as set out in the Offering Memorandum in the provisions described under the captions "*Summary—Refinancing Transactions*" and "*Use of Proceeds*".

"**Related Party**" means:

(a) any controlling stockholder, partner or member, or any 50% (or more) owned Subsidiary, or immediate family member (in the case of an individual), of any Equity Investor; or

(b) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding a 50% or more controlling interest of which consist of any one or more Equity Investors and/or such other Persons referred to in the immediately preceding clause.

"**Relevant Date**" has the meaning ascribed thereto under sub-paragraph (d) of paragraph 2.12 (*Financial Calculations*) of Schedule 23 (*Restrictive Covenants*).

"**Replacement Assets**" means, with respect to any Asset Sale by the Company or a Restricted Subsidiary, consideration received in the form of:

(a) properties and assets (other than cash or any common stock or other security) that will be used in a Similar Business by the Company or a Restricted Subsidiary; or

(b) Capital Stock of any Person:

(i) that will become, be merged into, be liquidated into or otherwise combined or amalgamated with, on or within 90 days of the date of acquisition thereof, a Restricted Subsidiary, if such Person is engaged in a Similar Business; or

(ii) that is or that will become a Restricted Subsidiary engaged in a Similar Business upon the date of acquisition thereof.

"**Restricted Investment**" means an Investment other than a Permitted Investment.

"**Restricted Payments**" has the meaning given to such term in sub-paragraph (a) of paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*).

"**S&P**" means Standard and Poor's Rating Group.

"**Secured Gross Leverage Ratio**" means the Gross Leverage Ratio, but calculated by replacing "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries" in clause (x) of such definition with "the total amount of outstanding Indebtedness of the Company and its Restricted Subsidiaries that is secured by a Lien on assets of the Company or any Restricted Subsidiary".

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Senior Note Guarantees**" has the meaning given to such term in the Intercreditor Agreement.

"**Senior Note Guarantors**" means any Restricted Subsidiary of the Company which has provided a Senior Note Guarantee from time to time.

"**Senior Secured Indebtedness**" means, as of any date of determination, any Indebtedness of the Company or any Restricted Subsidiary that is secured by a Lien on assets of the Company or any Restricted Subsidiary.

"**Significant Subsidiary**" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof.

"**Similar Business**" means:

(a) any businesses, services or activities engaged in by the Company or any of its Subsidiaries on the Effective Date; and

(b) any businesses, services and activities engaged in by the Company or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"**Standard Consolidated EBITDA Calculation**" has the meaning ascribed thereto under sub-paragraph (d) of paragraph 2.12 (*Financial Calculations*) of Schedule 23 (*Restrictive Covenants*).

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"**Subordinated Shareholder Debt**" means, collectively, any debt of the Company issued to and held by any Affiliate of the Company, that:

(a) does not mature or require any cash amortization, redemption or other cash repayment of principal or any sinking fund payment prior to the first anniversary of the Termination Date (other than through the conversion or exchange of any such security or instrument into Capital Stock (other than Disqualified Stock) of the Company or for any indebtedness meeting the requirements of this definition);

(b) does not require, prior to the first anniversary of the Termination Date, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts;

(c) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or otherwise require any cash payment, in each case, prior to the first anniversary of the Termination Date;

(d) does not provide for or require any security interest or encumbrance over any asset of the Company or any Restricted Subsidiary and is not guaranteed by any Restricted Subsidiary;

(e) does not restrict the payment of amounts due under the Finance Documents or compliance by the Company with its obligations under the Finance Documents;

(f) does not contain any covenants (financial or otherwise), as applicable, other than a covenant to pay such Subordinated Shareholder Debt; and

(g) is fully subordinated and junior in right of payment to the obligations of the Obligors under the Finance Documents pursuant to the Intercreditor Agreement or to subordination, payment blockage and enforcement limitation terms which taken as a whole are no less favorable in any material respect to the Lenders than those contained in the Intercreditor Agreement as in effect on the Effective Date,

provided however, that in any event or circumstance that results in such funding ceasing to qualify as Subordinated Shareholder Debt, such funding shall constitute an incurrence of Indebtedness by the Company, and any and all Restricted Payments made through the use of the net proceeds from the incurrence of such funding since the date of the original issuance of such Subordinated Shareholder Debt shall constitute new Restricted Payments that are deemed to have been made after the date of the original issuance of such Subordinated Shareholder Debt.

"**Unrestricted Subsidiary**" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a board resolution, but only to the extent that such Subsidiary:

(a) has no Indebtedness other than Non-Recourse Debt;

(b) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(c) is a Person with respect to which neither the Company nor any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(d) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any Restricted Subsidiary.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Senior Secured Note Trustee and the Agent by filing with the Senior Secured Note Trustee and the Agent or, if the Senior Secured Notes have been discharged, evidenced to the Agent by filing with the Agent, a certified copy of the board resolution giving effect to such designation and an Officer's Certificate certifying that such designation complied with the preceding conditions and was permitted under paragraph 2.1 (*Restricted Payments*) of Schedule 23 (*Restrictive Covenants*). If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of this Agreement and any Indebtedness of such Subsidiary will be deemed to be incurred by any Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*), the Company will be in default of such covenant. The Board of

Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided that*, such designation shall be deemed to be an incurrence of Indebtedness by any Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) of Schedule 23 (*Restrictive Covenants*), calculated on a *pro forma* basis as if such designation had occurred at the beginning of the four-quarter reference period; and (ii) no Default or Event of Default would be in existence following such designation.

"**Vacaciones eDreams**" means Vacaciones eDreams SL, an entity organised under the laws of Spain.

"**Voting Stock**" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"**Weighted Average Life to Maturity**" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(b) the then outstanding principal amount of such Indebtedness.

"**Wholly Owned Restricted Subsidiary**" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) will at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

Schedule 23
RESTRICTIVE COVENANTS

1. Definitions and Interpretation

(a) In this Schedule 23, capitalised terms used have the meanings given to them in this Agreement, including Schedule 22 (*Notes Definitions*), *provided that*, any term defined both in Schedule 22 (*Notes Definitions*) and elsewhere in this Agreement shall have the meaning given to such term in Schedule 22 (*Notes Definitions*).

(b) In this Schedule 23, any reference to a paragraph is to a paragraph of this Schedule 23.

2. Restrictive Covenants

2.1. Restricted Payments

(a) Subject to sub-paragraph (b) below, the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's or any Restricted Subsidiary's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any Restricted Subsidiary) or to the direct or indirect holders of the Company's or any Restricted Subsidiary's Equity Interests in their capacity as such (other than (A) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or Subordinated Shareholder Debt, (B) dividends or distributions to the Company or any Restricted Subsidiary and (C) *pro rata* dividends or distributions made by a Subsidiary that is not a Wholly Owned Restricted Subsidiary to minority stockholders (or owners of any equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (x) any Indebtedness that is subordinated in right of payment to the Senior Secured Notes or the Senior Note Guarantees (excluding (i) any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries, and (ii) any Indebtedness incurred by the Company and/or any of its Restricted Subsidiaries under clause (xix) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*)), except a payment of interest or principal at the Stated Maturity thereof or (y) any Subordinated Shareholder Debt; or

(iv) make any Restricted Investment,

all such payments and other actions set forth in the above clauses (i) through (iv) being collectively referred to as "**Restricted Payments**", unless, at the time of and after giving effect to such Restricted Payment:

(A) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(B) the Company would, after giving *pro forma* effect to such Restricted Payment (including the application thereof) as if such Restricted Payment had been made at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, have been permitted to incur at least €1.00 of additional Indebtedness (other than Permitted Debt) pursuant to the Fixed Charge Coverage Ratio test set forth in sub-paragraph (a) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*); and

(C) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Effective Date (excluding Restricted Payments permitted by clauses (ii), (iii), (iv), (v), (vi), (vii), (viii) and (x) of sub-paragraph (b) below), is less than the sum, without duplication, of:

(I) 50% of the aggregate Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first full fiscal quarter immediately prior to the Effective Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; *provided* that the amount taken into account pursuant to this clause (I) shall not be less than zero, ***plus***

(II) 100% of the aggregate net cash proceeds and Fair Market Value of marketable securities received by the Company since the Effective Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Company or from Subordinated Shareholder Debt), ***plus***

(III) 100% of any dividends or distributions (including payments made in respect of loans or advances) received by the Company or any Restricted Subsidiary after the Effective Date from an Unrestricted Subsidiary or a Permitted Joint Venture, to the extent that such dividends or distributions were not otherwise included in Consolidated Net Income of the Company for such period (*provided that*, such dividends or distributions are not included in the calculation of that amount of Permitted Investments permitted under clause (k) of the definition thereof), ***plus***

(IV) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the Effective Date, the Fair Market Value of the Company's Investment in such Subsidiary as of the date of such redesignation, ***plus***

(V) to the extent that any Restricted Investment that was made after the Effective Date is sold for cash or otherwise liquidated or repaid for cash or Cash Equivalents (including, without limitation, any sale for cash or other Cash Equivalents of an Equity Interest in an Unrestricted Subsidiary), the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any), plus

(VI) 100% of the cash received by the Company since the Effective Date in connection with the incurrence of any Subordinated Shareholder Debt, ***plus***

(VII) upon the full and unconditional release of a Restricted Investment that is a guarantee made by the Company or any Restricted Subsidiary to any Person, an amount equal to the amount of such Restricted Investment, ***plus***

(VIII) €75.0 million.

(b) Sub-paragraph (a) above will not prohibit:

(i) the payment of any dividend or the consummation of any redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Agreement;

(ii) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Restricted Subsidiary or of any Equity Interests of the Company by conversion into (in the case of subordinated Indebtedness) or in exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt or from the substantially concurrent contribution of equity capital to the Company; *provided that*, the amount of any such Net Cash Proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition will be excluded from clause (C)(II) of sub-paragraph (a) above;

(iii) the defeasance, redemption, repurchase or other acquisition or retirement of subordinated Indebtedness of any Obligor with the Net Cash Proceeds from an incurrence of Permitted Refinancing Indebtedness in respect of such subordinated Indebtedness;

(iv) any Restricted Payment made by exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Company (other than Disqualified Stock) or a substantially concurrent cash capital contribution received by the Company on account of its Equity Interests (other than Disqualified Stock), provided however, that the Net Cash Proceeds from such sale or cash capital contribution shall be excluded from clause (C)(II) of sub-paragraph (a) above;

(v) the repurchase, redemption or other acquisition for value of Equity Interests of any non-Wholly Owned Restricted Subsidiary of the Company if, as a result of such purchase, redemption or other acquisition, the Company increases its percentage ownership, directly or indirectly through any Restricted Subsidiary, of such non-Wholly Owned Restricted Subsidiary;

(vi) the repurchase, redemption or other acquisition for value of Equity Interests of the Company or any Restricted Subsidiary representing fractional shares of such Equity Interests in connection with a merger, consolidation, amalgamation or other combination of the Company or any Restricted Subsidiary;

(vii) loans or advances made to employees, officers or directors in the ordinary course of business in amounts not exceeding €5.0 million at any time outstanding;

(viii) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any preferred stock of any Restricted Subsidiary issued on or after the Effective Date in accordance with paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*);

(ix) the purchase, repurchase, redemption or other acquisition of any Equity Interests of the Company in connection with an anticipated distribution of such Equity Interests to any current or former officer, director, employee or consultant of the Group pursuant to any equity incentive plan or arrangement, equity subscription agreement, stock option agreement, restricted stock grant, shareholders' agreement or similar agreement; *provided that*, in any fiscal year (with unused amounts in any fiscal year being carried over to succeeding fiscal years) the aggregate price paid for all such purchased, repurchased, redeemed or acquired Equity Interests may not exceed the greater of (a) €10.0 million and (b) an amount equal to 7.6% of Consolidated EBITDA for such fiscal year; *provided further that*, such amount in any fiscal year may be increased by an amount not to exceed (A) the cash proceeds from the sale of Equity Interests of the Company received by the Company during such fiscal year to members of management, directors, employees or consultants of the Company and (B) the cash proceeds of key man life insurance policies, in each case to the extent the cash proceeds have not otherwise been applied to the making of Restricted Payments pursuant to clause (C)(II) of sub-paragraph (a) above or clause (iv) of this sub-paragraph (b);

(x) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(xi) Restricted Payments; provided that, for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such Restricted Payment, on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Gross Leverage Ratio of no more than 3.50 to 1.00; and

(xii) other Restricted Payments made after the Effective Date in an amount (measured on the date each such Restricted Payment was made and without giving effect to subsequent changes in value) when taken together with all other Restricted Payments made pursuant to this clause (xii) not to exceed the greater of (A) €75.0 million and (B) an amount equal to 56.8% of Consolidated EBITDA (*provided that*, if an Investment is made pursuant to this clause in a Person that is not a Restricted Subsidiary and such Person is subsequently designated a Restricted Subsidiary, such Investment shall thereafter be deemed to have been made pursuant to clause (c) of the definition of "Permitted Investments" and not this clause (xii)),

provided however, that after giving effect to any Restricted Payment referred to in clauses (vii), (xi) or (xii) of this sub-paragraph (b), no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

(c) For purposes of determining compliance with this paragraph 2.1, if a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories described in clauses (i) through (xii) of sub-paragraph (b) above, and/or is permitted pursuant to sub-paragraph (a) above and/or one or more of the clauses contained in the definition of "Permitted Investments," the Company will be entitled to classify such Restricted Payment or Investment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or portion thereof) in any manner that complies with this paragraph 2.1, including in each case as an Investment pursuant to one or more of the clauses contained in the definition of "Permitted Investments" and may aggregate capacity in multiple of the clauses (i) through (xii) of sub-paragraph (b) above, sub-paragraph (a) above and/or in the definition of "Permitted Investments" in any manner that complies with this paragraph 2.1.

(d) The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued under this paragraph 2.1 will be determined by a responsible financial or accounting officer of the Company. The determination of such responsible financial or accounting officer will be final and conclusive.

2.2. Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock

(a) Subject to sub-paragraph (b) below, the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (for purposes of this paragraph 2.2 collectively, "**incur**") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of preferred stock (including Disqualified Stock); *provided however*, that the Company and any Restricted Subsidiary may incur Indebtedness (including Acquired Debt), the Company may issue Disqualified Stock and any Restricted Subsidiary may issue shares of preferred stock (including Disqualified Stock), if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.00 to 1.00, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period; *provided that*, a Restricted Subsidiary of the Company that is not an Obligor may incur Indebtedness or issue preferred stock (including Disqualified Stock) pursuant to this sub-paragraph (a) solely to the extent that the Non-Guarantor Gross Leverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred or such Disqualified Stock or preferred stock is issued, as the case may be, would have been no greater than 1.00 to 1.00, as determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if such Indebtedness had been incurred or preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

(b) Sub-paragraph (a) above will not prohibit the incurrence by the Company or any Restricted Subsidiary of any of the following items of Indebtedness (collectively, "**Permitted Debt**"):

(i) the incurrence by the Company or any Restricted Subsidiary of Indebtedness under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (i) not to exceed the greater of (A) €250.0 million and (B) an amount equal to 1.9 times Consolidated EBITDA, *less* the aggregate amount of all Net Cash Proceeds of Asset Sales applied by the Company or any Restricted Subsidiary since the Effective Date to permanently repay any term Indebtedness under a Credit Facility or to repay any revolving credit Indebtedness under a Credit Facility and effect a corresponding permanent commitment reduction thereunder;

(ii) the incurrence by the Company or any Restricted Subsidiary of the Existing Indebtedness;

(iii) the incurrence (A) by the Company of Indebtedness represented by the Senior Secured Notes (but excluding any Additional Notes), and (B) by the Senior Note Guarantors and any future Senior Note Guarantors of Indebtedness represented by a Senior Note Guarantee (including Senior Note Guarantees of Additional Notes incurred in compliance with the Senior Secured Note Indenture);

(iv) the incurrence by the Company or any Restricted Subsidiary of Indebtedness represented by Capital Lease Obligations, mortgage financings, sale and leaseback transactions or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any Restricted Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (iv), not to exceed the greater of (a) €40.0 million, and (b) an amount equal to 30.3% of Consolidated EBITDA, at any time outstanding;

(v) the incurrence by the Company or any Restricted Subsidiary of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge Indebtedness (other than intercompany Indebtedness) that was permitted by this Agreement to be incurred under sub-paragraph (a) above or clauses (ii), (iii) or (v) of this sub-paragraph (b);

(vi) the incurrence by the Company or any Restricted Subsidiary of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided however*, that:

(A) if an Obligor is the obligor on such Indebtedness and the creditor is not an Obligor then such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations with respect, in any bankruptcy, insolvency or winding up of such Obligor, to its obligations under the Finance Documents; and

(B) (I) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the

Company or any Restricted Subsidiary and (II) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or any Restricted Subsidiary will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or any Restricted Subsidiary, as the case may be, that was not permitted by this clause (vi);

(vii) the incurrence by the Company or any Restricted Subsidiary of Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes, in the good faith determination of management of the Company) for the purposes of limiting interest rate risk with respect to any Indebtedness permitted to be incurred under this Agreement, exchange rate risk or commodity pricing risk;

(viii) the guarantee by any Obligor (subject to compliance with paragraph 2.9 (Additional Guarantees) of Indebtedness of the Company or any Restricted Subsidiary that was permitted to be incurred by another provision of this paragraph 2.2; provided that, if the Indebtedness being guaranteed is subordinated to or pari passu with the obligations of such Obligor under the Finance Documents, then the guarantee must be expressly subordinated or pari passu, as applicable, to the same extent as the Indebtedness being guaranteed;

(ix) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of (A) letters of credit, surety, performance or appeal bonds, completion guarantees, judgment, advance payment, customs, VAT or other tax guarantees or similar instruments issued in the ordinary course of business of such Person and not in connection with the borrowing of money, including letters of credit or similar instruments in respect of self-insurance and workers' compensation obligations, and (B) any customary cash management, cash pooling or netting or setting off arrangements, entered into in the ordinary course of business; *provided however*, that upon the drawing of such letters of credit or other instrument, such obligations are reimbursed within 30 days following such drawing;

(x) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from agreements providing for indemnification or adjustment of purchase price or from guarantees or letters of credit securing any Obligations of the Company or any Restricted Subsidiary pursuant to such agreements, incurred in connection with the acquisition or sale or other disposition of any business, assets or Restricted Subsidiary, other than guarantees or similar credit support by the Company or any Restricted Subsidiary of Indebtedness incurred by any Person acquiring such business, assets or subsidiary; *provided that*, the maximum Indebtedness permitted by this clause (x) in respect of any such sale or other disposition of any business, assets or subsidiary shall not exceed the Net Cash Proceeds from such sale or other disposition;

(xi) (A) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from guarantees to suppliers, lessors, licensees, contractors, franchisees or customers and incurred in the ordinary course of business and (B) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(xii) the incurrence by the Company or any Restricted Subsidiary of Indebtedness in respect of any obligations under workers' compensation laws, self-insurance obligations, captive insurance companies, bankers' acceptances and similar legislation;

(xiii) the incurrence by the Company or any Restricted Subsidiary of guarantees of Indebtedness of Permitted Joint Ventures in an amount not to exceed the greater of (a) €25.0 million and (b) an amount equal to 18.9% of Consolidated EBITDA, at any time outstanding;

(xiv) Indebtedness of the Company and its Restricted Subsidiaries incurred as part of a Permitted Transaction; provided that, after the consummation of such Permitted Transaction, such Indebtedness is owed to the Company or any Restricted Subsidiary (including, for the avoidance of doubt, any Acquiring Entity);

(xv) Indebtedness, Disqualified Stock or preferred stock of (i) Persons that are acquired by the Company or any Restricted Subsidiary or merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary in accordance with the terms of this Agreement or (ii) the Company or any Restricted Subsidiary incurred to provide all or any portion of the funds utilised to consummate a transaction or series of related transactions pursuant to which a Person was acquired by the Company or any Restricted Subsidiary or was merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company or any Restricted Subsidiary; provided, that after giving effect to any such acquisition, merger, consolidation, amalgamation or other combination:

(A) either (i) the Company would be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in sub-paragraph (a) of paragraph 2.2 *(Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*); or (ii) the Fixed Charge Coverage Ratio of the Company is no less than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination; and

(B) if such Indebtedness is Senior Secured Indebtedness, either (i) the Secured Gross Leverage Ratio would be no greater than 3.75 to 1.00; or (ii) the Secured Gross Leverage Ratio is no greater than it was immediately prior to such acquisition, merger, consolidation, amalgamation or other combination;

(xvi) the incurrence by the Company or any Restricted Subsidiary of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days of such incurrence;

(xvii) the incurrence by the Company or any Restricted Subsidiary of additional Indebtedness (including Acquired Debt) in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (xvii),

not to exceed the greater of (a) €100.0 million and (b) an amount equal to 75.8% of Consolidated EBITDA;

(xviii) the incurrence by the Company or any Restricted Subsidiary of Indebtedness, Disqualified Stock or preferred stock in an aggregate principal amount or liquidation preference, which, when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (xviii) and then outstanding and any Permitted Refinancing Indebtedness in respect thereof, does not at any time outstanding exceed the Available RP Capacity Amount (determined on the date of such incurrence); *provided* that any Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (xviii) shall reduce the amount available for making Restricted Payments pursuant to the covenant described under paragraph 2.1 (*Restricted Payments*) by an amount equal to the outstanding principal amount or liquidation preference of such Indebtedness, Disqualified Stock or preferred stock; and

(xix) the incurrence by the Company or any Restricted Subsidiary of Indebtedness provided by *Sociedad Estatal de Participaciones Industriales* in Spain, or similar organisations or authorities in Spain or in any other jurisdiction or territory, in an aggregate principal amount at any one time outstanding under this clause (xix) not to exceed the greater of (a) €75.0 million and (b) an amount equal to 56.8% of Consolidated EBITDA.

(c) To the extent any Restricted Subsidiary that is not an Obligor is a joint obligor with respect to any Indebtedness, the entire amount of such Indebtedness shall be considered Indebtedness of a Restricted Subsidiary that is not an Obligor for purposes of this paragraph 2.2.

(d) The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this paragraph 2.2; *provided that*, in each such case, the amount thereof is included in Consolidated Interest Expense of the Company as accrued or paid in accordance with the definition of such term.

(e) The incurrence by an Unrestricted Subsidiary of Non-Recourse Debt will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this paragraph 2.2; *provided however*, that if any such Indebtedness ceases to be Non-Recourse Debt of such Unrestricted Subsidiary, such Indebtedness shall be deemed to constitute an incurrence of Indebtedness by any Restricted Subsidiary that was not permitted by this paragraph 2.2.

(f) For purposes of determining compliance with this paragraph 2.2:

(A) in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (xix) of sub-paragraph (b) above, or is entitled to be incurred pursuant to sub-paragraph (a) above, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this paragraph 2.2, and only be required to include the amount and type of such Indebtedness in one of the clauses of sub-paragraph (b) above or sub-

paragraph (a), *provided* that Indebtedness incurred and outstanding under this Agreement on the Effective Date shall be deemed to have been incurred under clause (i) of sub-paragraph (b) above and the Company will not be permitted to reclassify such Indebtedness;

(B) Indebtedness incurred pursuant to any of the categories of Permitted Debt described in clauses (i) through (xiv) and (xvi) through (xix) of sub-paragraph (b) above substantially concurrently with Indebtedness incurred pursuant to sub-paragraph (a) above, shall not be considered for purposes of compliance with any ratio test set forth in sub-paragraph (a) above, *provided* that Indebtedness incurred and outstanding under this Agreement on the Effective Date shall be included for purposes of testing compliance with any ratio test set forth in sub-paragraph (a) above to the extent outstanding on the date of incurrence of such other Indebtedness;

(C) Notwithstanding anything in this paragraph 2.2 to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on a clause of sub-paragraph (b) above measured by reference to a percentage of Consolidated EBITDA at the time of Incurrence, if such refinancing would cause the percentage of Consolidated EBITDA restriction to be exceeded if calculated based on the percentage of Consolidated EBITDA on the date of such refinancing, such percentage of Consolidated EBITDA restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; and

(D) Notwithstanding anything in this paragraph 2.2 to the contrary, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this paragraph 2.2 shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

(g) For purposes of determining compliance with any euro-denominated restriction on the incurrence of Indebtedness, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of Indebtedness incurred under a revolving credit facility; *provided that*:

(A) if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than euros, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro-denominated restriction will be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced;

(B) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Effective Date will be calculated based on the relevant currency exchange rate in effect on the Effective Date; and

(C) if and for so long as any such Indebtedness is subject to an agreement intended to protect against fluctuations in currency exchange rates with respect to the currency in which such Indebtedness is denominated covering principal and interest on such Indebtedness, the amount of such Indebtedness, if denominated in euros, will be the amount of the principal payment required to be made under such currency agreement and, otherwise, the Euro

Equivalent of such amount plus the Euro Equivalent of any premium which is at such time due and payable but is not covered by such currency agreement.

2.3. Liens

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind upon any of its assets or property (including Capital Stock of Restricted Subsidiaries), whether owned on the Effective Date or acquired after that date, or any interest therein or any income or profits therefrom, which Lien is securing any Indebtedness (such Lien, the "**Initial Lien**"), except:

(i) in the case of any property or asset that does not constitute Collateral:

(A) Permitted Liens; or

(B) Liens on property or assets that are not Permitted Liens if the obligations of the Borrowers and, in the case of a Lien of a Guarantor, of the Guarantors, in each case under the Finance Documents, are directly secured equally and ratably with, or senior in right of payment to, in the case of Liens with respect to subordinated Indebtedness, the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured; and

(ii) in the case of any property or asset that constitutes Collateral, Permitted Collateral Liens.

(c) Any Lien created in favor of the Secured Parties pursuant to paragraph (a) above will be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien to which it relates.

(d) For purposes of determining compliance with this paragraph 2.3, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens or Permitted Collateral Liens, as applicable, but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens or Permitted Collateral Liens, as applicable, the Company shall, in its sole discretion, divide, classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this paragraph 2.3 and the definition of "Permitted Liens" or "Permitted Collateral Liens," as applicable.

2.4. Dividend and Other Payment Restrictions Affecting Subsidiaries

(a) Subject to sub-paragraph (b) below, the Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(i) pay dividends or make any other distributions on its Capital Stock to the Company or any Restricted Subsidiary, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Company or any Restricted Subsidiary;

(ii) make loans or advances to the Company or any Restricted Subsidiary; or

(iii) transfer any of its properties or assets to the Company or any Restricted Subsidiary.

(b) The restrictions in sub-paragraph (a) above will not apply to encumbrances or restrictions existing under or by reason of:

(i) agreements governing Existing Indebtedness and Credit Facilities as in effect on the Effective Date (including, for the avoidance of doubt, this Agreement) and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements; *provided that*, the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Effective Date;

(ii) the Senior Secured Note Indenture, the Senior Secured Notes, the Senior Note Guarantees, the Intercreditor Agreement, the Transaction Security Documents and any notes and guarantees in connection with the subsequent issuance of debt securities in accordance with and on terms no less onerous than the Senior Secured Note Indenture;

(iii) applicable law or regulation or the terms of any license, authorization, concession or permit;

(iv) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any Restricted Subsidiary as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided that*, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Agreement to be incurred;

(v) customary non-assignment and similar provisions in contracts, licenses and leases entered into in the ordinary course of business;

(vi) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on that property of the nature described in clause (iv) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*);

(vii) any agreement for the sale or other disposition of Capital Stock or all or substantially all of the property and assets of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(viii) Permitted Refinancing Indebtedness; *provided that*, the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(ix) Liens otherwise permitted to be incurred under paragraph 2.3 (*Liens*)that limit the right of the debtor to dispose of the assets subject to such Liens;

(x) customary provisions in joint venture agreements, asset sale agreements, stock sale agreements, sale-leaseback agreements and other similar agreements;

(xi) provisions that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or other contract entered into in the ordinary course of business;

(xii) restrictions on cash or other deposits or net worth imposed by customers or suppliers or required by insurance, surety or bonding companies, in each case under contracts entered into in the ordinary course of business; and

(xiii) any agreement or instrument:

(A) relating to any Indebtedness or preferred stock permitted to be incurred subsequent to the Effective Date pursuant to paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*):

(I) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement as in effect on the Effective Date (as determined in good faith by the Company); or

(II) if the encumbrances and restrictions are not materially more disadvantageous to the Lenders than is customary in comparable financings (as determined in good faith by the Company) and either (x) the Company determines that such encumbrance or restriction will not adversely affect the ability of the Borrowers (taken as a whole) to perform their payment obligations under the Finance Documents or (y) such encumbrances and restrictions apply only during the continuance of a default in respect of a payment or financial maintenance covenant relating to such Indebtedness;

(B) constituting an intercreditor agreement on terms substantially equivalent to the Intercreditor Agreement; or

(C) relating to any loan or advance by the Company to any Restricted Subsidiary subsequent to the Effective Date,

provided that, with respect to this clause (xiii) the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in this Agreement, the Transaction Security Documents and the Intercreditor Agreement (as in effect on the Effective Date).

2.5. Merger, Consolidation or Sale of Assets

(a) Subject to sub-paragraphs (d) and (e) below, the Company may not, directly or indirectly:

(i) consolidate or merge with or into another Person; or

(ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person,

unless:

(A) either:

(i) the Company is the surviving corporation; or

(ii) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made (the "**Acquiring Entity**") is a corporation organized or existing under the laws of (i) Spain, (ii) Luxembourg, (iii) any other member of the European Union that has adopted the euro as its national currency, (iv) the United Kingdom or (v) the United States, any state of the United States or the District of Columbia (*provided that,* to the extent that the Acquiring Entity is a Borrower, it is in compliance with paragraph (a)(i) of Clause 31.2 (*Additional Borrowers*) of this Agreement);

(B) the Acquiring Entity (if other than the Company) assumes all the obligations of the Company under this Agreement, the Intercreditor Agreement, any Transaction Security Documents and any other Finance Documents to which the Company is a party;

(C) immediately after giving effect to such transaction no Default or Event of Default exists or would exist; and

(D) the Company or the Acquiring Entity, as the case may be, will:

(I) on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding such transaction, either (x) be permitted to incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in sub-paragraph (a) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) or (y) the Fixed Charge Coverage Ratio of the Company (or, if applicable, the Acquiring Entity) would equal or exceed the Fixed Charge Coverage Ratio of the Company immediately prior to giving effect to such transaction; and

(II) deliver to the Agent, in form and substance reasonably satisfactory to the Agent, an Officer's Certificate and an Opinion of Counsel, in each case, stating that such consolidation, merger, sale, assignment, transfer, conveyance or other disposition of assets and any accession documents to the relevant Finance Documents comply with this paragraph 2.5 and this Agreement, and, if the Company is not the surviving entity, that the accession agreement executed in connection therewith is the legally valid and binding obligation of the Acquiring Entity enforceable (subject to customary exceptions and exclusions) in accordance with their terms.

(b) Subject to sub-paragraph (e) below, the Company may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

(c) Subject to sub-paragraphs (d) and (e) below, an Obligor (other than the Company) may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Obligor is the surviving Person) another Person, other than the Company or another Obligor, unless:

(i) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(ii) either:

(A) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Obligor under this Agreement, the Intercreditor Agreement, any Transaction Security Documents and any other Finance Documents to which such Obligor is a party pursuant to accession documents reasonably satisfactory to the Agent; or

(B) in the case of a sale or disposal, the Net Cash Proceeds of such sale or disposal are applied in accordance with sub-paragraphs (c) to (e) of paragraph 2.7 (*Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries*); or

(C) in any transaction between an Obligor and a Restricted Subsidiary that is not an Obligor, such Obligor is the surviving Person or the Restricted Subsidiary is the surviving Person and assumes all of the obligations of such Obligor under this Agreement, the Intercreditor Agreement, any Transaction Security Documents and any other Finance Documents to which such Obligor is a party pursuant to accession documents reasonably satisfactory to the Agent.

(d) This paragraph 2.5 will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among (i) any Obligor, (ii) any Restricted Subsidiary and another Restricted Subsidiary and (iii) any Restricted Subsidiary to an Obligor (including, for the avoidance of doubt, the Company). Notwithstanding clause (D)(I) of sub-paragraph (a) above, any Obligor (including, for the avoidance of doubt, the Company) may merge with an Affiliate solely for the purpose of reincorporating such Obligor (including, for the avoidance of doubt, the Company) in another jurisdiction to realize tax or other benefits.

(e) Notwithstanding anything to the contrary set forth herein, the Company and its Restricted Subsidiaries may implement Permitted Transactions.

2.6. Transactions with Affiliates

(a) Subject to sub-paragraph (b) below, the Company will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "**Affiliate Transaction**") involving aggregate payments or consideration in excess of €10.0 million, unless:

(i) the Affiliate Transaction is on terms no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(ii) the Company delivers to the Agent with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of €50.0 million, a resolution of the Board of Directors of the Company set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (i) above and an opinion that such transaction or series of transactions is fair to the Lenders from a financial point of view, taking into account all relevant circumstances, or is not less favorable than might have been obtained in a comparable transaction at the time in an arm's length transaction with a Person who was not an Affiliate of the Company, which opinion shall be issued by an independent accounting, appraisal or investment banking firm of international or national standing.

(b) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of sub-paragraph (a) above:

(i) transactions between or among (x) the Company and/or (y) any Restricted Subsidiary;

(ii) transactions with a Person (including any joint venture or equity investee) that is an Affiliate of the Company or a Restricted Subsidiary solely because the Company or a Restricted Subsidiary owns an Equity Interest in such Person;

(iii) payment of reasonable director's and other fees to, indemnities provided on behalf of, and expenses (including expense reimbursement, employee benefit and pension expenses) relating to, officers, directors, employees or consultants of the Company or the Company's Subsidiaries and payments of benefits and salaries to employees of the Company or its Subsidiaries in the ordinary course of business;

(iv) issuances or sales of Equity Interests of the Company (other than Disqualified Stock) or Subordinated Shareholder Debt to Affiliates of the Company;

(v) transactions between the Company or any Restricted Subsidiary and any Person that constitutes an Affiliate solely for having a director who is also a director of the Company; *provided however*, that such director abstains from voting as a director of the Company on any matter involving such other Person;

(vi) Permitted Investments or Restricted Payments that are permitted by paragraph 2.1 (*Restricted Payments*) (other than Permitted Investments described in clauses (c), (d) and (k) of the definition of "Permitted Investments"); and

(vii) performance of any agreement of the Company or a Restricted Subsidiary as in effect on the Effective Date and disclosed in the Offering Memorandum under the caption "*Certain Relationships and Related Party Transactions*" and any amendment after the Effective Date (so long as such amendment, taken as a whole, is not, in the good faith determination of the Company, disadvantageous to the Lenders in any material respect) to any such agreement (except as covered by clause (vi) above).

2.7. Limitation on Sales of Assets and Equity Interests in Restricted Subsidiaries

(a) The Company will not, and will not permit any Restricted Subsidiary to, consummate an Asset Sale unless:

(i) the Company (or the Restricted Subsidiary, as the case may be) receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Asset Sale at least equal to the Fair Market Value of the assets or Capital Stock issued or sold or otherwise disposed of; and

(ii) at least 75% of the consideration (excluding by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) received in the Asset Sale (except to the extent the Asset Sale is a Permitted Asset Swap) by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents,

provided that, the Company shall not sell or dispose of any Capital Stock in Opodo Limited or any other direct subsidiary of the Company, other than (i) in connection with a Permitted Transaction or (ii) if paragraph (b) of Clause 12.1 (*Exit*) is complied with).

(b) For purposes of sub-paragraph (a) above, each of the following will be deemed to be cash:

(i) any liabilities, as shown on the Company's or such Restricted Subsidiary's most recent balance sheet, of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated in right of payment to the obligations of the Obligors under the Finance Documents) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability;

(ii) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days of the receipt thereof, to the extent of the cash received in that conversion;

(iii) Indebtedness of any Restricted Subsidiary, in each case that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and such Restricted Subsidiary following such Asset Sale are released from any guarantee of such Indebtedness, as the case may be, in connection with such Asset Sale;

(iv) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary (other than Indebtedness that by its terms is subordinated in right of payment to the obligations of the Obligors under the Finance Documents); and

(v) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Sales having an aggregate fair market value, as determined in good faith by an officer or the Board of Directors of the Company, taken together with all other Designated Non-Cash Consideration received pursuant to this paragraph 2.7 that is at that time outstanding, not to exceed €25.0 million (with the fair market value of each

item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

(c) Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply those Net Cash Proceeds, if any, at its option:

(i)

(A) to repay, prepay, purchase, repurchase or redeem:

(I) to the extent such Net Cash Proceeds derive from an Asset Sale in respect of an asset which, immediately prior to such Asset Sale, did not constitute Collateral, Indebtedness of a Restricted Subsidiary that is not an Obligor (other than Indebtedness owed to the Company or an Affiliate of the Company) or Indebtedness which is secured by a Lien on such asset; or

(II) Indebtedness of the Company or any Restricted Subsidiary incurred under Credit Facilities pursuant to clause (i) of sub-paragraph (b) of paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*) that is secured by a Lien on the Collateral;

provided however, that, in connection with any repayment, prepayment, purchase, repurchase or redemption of Indebtedness pursuant to this clause (II), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be permanently reduced in an amount equal to the principal amount so repaid, prepaid, purchased, repurchased or redeemed; or

(B) to repay, prepay, purchase, repurchase or redeem Pari Passu Indebtedness;

(ii) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Similar Business, if, after giving effect to any such acquisition of Capital Stock, the Similar Business is or becomes a Restricted Subsidiary;

(iii) to make a capital expenditure;

(iv) to acquire other long-term assets (other than Indebtedness or Capital Stock) that are used or useful in a Similar Business;

(v) to enter into a binding commitment to apply the Net Cash Proceeds pursuant to clause (ii), (iii) or (iv) of this sub-paragraph (c); *provided that*, such binding commitment shall be treated as a permitted application of the Net Cash Proceeds from the date of such commitment until the earlier of (x) the date on which such acquisition or expenditure is consummated and (y) the 180th day following the expiration of the aforementioned 365-day period; or

any combination of the foregoing.

(d) In connection with any investment in Voting Stock pursuant to clause (ii) of the preceding sub-paragraph (c) if the assets sold constituted Collateral, the Company

will also grant a pledge, or will cause a pledge to be granted, on a senior basis over any acquired Voting Stock in a Person incorporated in the same jurisdiction of the Person whose Voting Stock constituted Collateral as additional Collateral. Pending the final application of any Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Cash Proceeds in any manner that is not prohibited by this Agreement.

(e) Notwithstanding sub-paragraph (c) above, neither the Company nor any Restricted Subsidiary will be required to apply any Net Cash Proceeds in accordance with sub-paragraph (c) above except to the extent that the aggregate Net Cash Proceeds from all Asset Sales which is not applied in accordance with sub-paragraph (c) above exceeds €75.0 million.

2.8. Designation of Restricted and Unrestricted Subsidiaries

(a) The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company, may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default.

(b) If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will either reduce the amount available for Restricted Payments under sub-paragraph (a) of paragraph 2.1 (*Restricted Payments*) or reduce the amount available for future Investments under one or more clauses of the definition of Permitted Investments, as the Company shall determine. That designation will only be permitted if such Investment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

(c) The Board of Directors of the Company or, if required by applicable law, the shareholders of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default.

2.9. Additional Guarantees

(a) The Company will not permit any Restricted Subsidiary, directly or indirectly, to guarantee the payment of any other Credit Facilities or other Public Debt of any Obligor unless (x) such incurrence is permitted under paragraph 2.2 (*Incurrence of Indebtedness and Issuance of Preferred Stock and Disqualified Stock*), and (y) subject to the Agreed Guarantee and Security Principles and to sub-paragraph (b) below, such Restricted Subsidiary (if not already a Guarantor) simultaneously executes and delivers an Accession Deed pursuant to which such Restricted Subsidiary will accede to this Agreement as an Additional Guarantor and to the Intercreditor Agreement as a Debtor (as defined therein) which guarantee (the "**Additional Guarantee**") will be senior to or *pari passu* with such Restricted Subsidiary's guarantee of such other Credit Facilities or other Public Debt; *provided that*, no such Additional Guarantee need be provided in respect of Credit Facilities or other Public Debt of any Obligor:

(i) that does not exceed €25.0 million in the aggregate with all other Credit Facilities or other Public Debt described under this clause (i);

(ii) if the guarantee of such Indebtedness is pursuant to a regulatory requirement and such Credit Facilities or other Public Debt is owed to a regulatory body; or

(iii) if such Credit Facilities or other Public Debt is guaranteed by such Restricted Subsidiary on the Effective Date and such Restricted Subsidiary is not a Guarantor.

(b) Any Additional Guarantee granted as contemplated under sub-paragraph (a) above as a result of a Restricted Subsidiary guaranteeing other Credit Facilities or Public Debt will be automatically and unconditionally released and discharged when such other Indebtedness is released and discharged.

2.10. Impairment of Security Interest

The Company shall not, and shall not permit any Restricted Subsidiary to, take or omit to take any action that would have the result of materially impairing the security interest with respect to the Collateral (it being understood that the incurrence of Permitted Collateral Liens shall under no circumstances be deemed to materially impair the security interest with respect to the Collateral) for the benefit of the Secured Parties, and the Company shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Agent, for the benefit of the Secured Parties and the other beneficiaries described in the Transaction Security Documents, any interest whatsoever in any of the Collateral, except that the Company and its Restricted Subsidiaries may incur Permitted Collateral Liens, a Permitted Transaction may be consummated and the Collateral may be discharged, transferred or released in accordance with this Agreement, the applicable Transaction Security Documents or the Intercreditor Agreement, *provided however*, that:

(a) nothing in this paragraph 2.10 shall restrict the release or replacement of any security interests in compliance with the terms of this Agreement, the applicable Transaction Security Documents or the Intercreditor Agreement; and

(b) any Transaction Security Document may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced in accordance with the terms of the Intercreditor Agreement.

2.11. Limitation on Company Activities

(a) Subject to sub-paragraph (b) below, the Company will not engage in any business or undertake any other activity, own any assets or incur any liabilities other than:

(i) ownership of the Capital Stock of its Subsidiaries, debit and credit balances with any member of the Group and other minimal credit and cash balances in bank accounts and related Investments in cash and Cash Equivalents;

(ii) the provision of administration services (including the on-lending of monies to any member of the Group in the manner described in clause (i) above) and management services to any member of the Group of a type customarily provided by a holding company to another member of its corporate group and the ownership of assets necessary to provide such services;

(iii) the entry into and performance of its obligations (and incurrence of liabilities) under the Finance Documents, the Senior Secured Note Documents, any Hedging Obligations, any other Indebtedness or any other obligations and holding of receivables, in each case permitted by this Agreement, any Transaction Security Document to which it is a party, the Intercreditor Agreement or any proceeds loans relating to the foregoing;

(iv) the receiving of any payments or other distributions of the types specified in clauses (i), (ii), (iii) and (iv) of the definition of Restricted Payments in compliance with paragraph 2.1 (*Restricted Payments*), and making payments

or distributions in respect thereof or otherwise and the making of any Permitted Investments of the types specified under clause (k) of the definition thereof;

(v) reorganizations for *bona fide* corporate purposes in compliance with paragraph 2.5 (*Merger, Consolidation or Sale of Assets*); *provided that*, any successor entity resulting from any such reorganization is subject to this paragraph 2.11;

(vi) the granting of Security in accordance with the terms of this Agreement, the Senior Secured Note Documents, any Hedging Obligations, any other Indebtedness or any other obligations, in each case permitted by this Agreement, any Transaction Security Document to which it is a party, the Intercreditor Agreement or any proceeds loans relating to the foregoing;

(vii) wages, professional fees and administration costs in the ordinary course of business as a holding company;

(viii) related or reasonably incidental to the establishment or maintenance of its or its Subsidiaries' corporate existence;

(ix) any liabilities under any other document entered into in connection with the Finance Documents or the incurrence of any other Indebtedness permitted under this Agreement (including any liabilities under any purchase agreement or any other document entered into in connection with the issuance of the Senior Secured Notes and any Additional Notes) and ownership of assets arising out of the loaning of the proceeds of the incurrence of any such Indebtedness;

(x) in connection with a Permitted Transaction;

(xi) in the case of the Company, those related or incidental to the Company's obligations in respect of being a public company (or, in the event of a Permitted Transaction, a subsidiary thereof); or

(xii) any other activities which are not specifically listed in clauses (i) through (xi) above which are ancillary to or related to those clauses or which are not materially adverse to the Lenders in the good faith determination of the Company.

(b) The restrictions in sub-paragraph (a) above will not apply to any business engaged in, any other activity undertaken, any assets owned or any liabilities incurred by the Company on or prior to the Effective Date.

2.12. Financial Calculations

(a) When calculating the satisfaction of or availability under any Applicable Metric under this Agreement in connection with any acquisition, disposition, merger, joint venture, Investment, incurrence or other similar transaction where there is a time difference between commitment and closing or incurrence (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the date of determination of such Applicable Metric shall, at the option of the Company (the "**Determination Date Election**"), be the date the definitive agreements for such acquisition, disposition, merger, joint venture, Investment, incurrence or similar transaction are entered into (the "**Determination Date**") and such Applicable Metric shall be calculated on a pro forma basis after giving effect to such acquisition, disposition, merger, joint venture, Investment, incurrence or similar

transaction and the other transactions to be entered into in connection therewith (including any Restricted Payment, Permitted Investment, Asset Sale, incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the applicable reference period for purposes of determining the ability to consummate any such transaction (and not for purposes of any subsequent availability of any Applicable Metric); *provided* that the pro forma calculation may exclude any non-recurring fees, costs and expenses attributable to any acquisition, disposition, merger, joint venture, Investment, incurrence, Change of Control or other similar transaction.

(b) If the Company has made a Determination Date Election, then in connection with any subsequent calculation of the satisfaction of or availability under any Applicable Metric with respect to any acquisition, disposition, merger, joint venture, Investment, incurrence or other similar transaction (including in respect of incurrence of Indebtedness, Restricted Payments, Liens and Permitted Investments), the conveyance, lease or other transfer of all or substantially all of the assets of the Company or the designation of an Unrestricted Subsidiary on or following the relevant the Determination Date and prior to the earlier of the date on which such transaction is consummated or the definitive agreement for such transaction is terminated or expires without consummation of such transaction, any such Applicable Metric shall be calculated on a pro forma basis assuming such transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. If the Company has made a Determination Date Election and any of the Applicable Metrics for which compliance was determined or tested as of the Determination Date are exceeded as a result of fluctuations in any such Applicable Metric, including due to fluctuations in Consolidated EBITDA, Indebtedness, Senior Secured Indebtedness or cash and Cash Equivalents of the Company or the target company, at or prior to the consummation of the relevant transaction or action, such Applicable Metrics will not be deemed to have been exceeded as a result of such fluctuations. If any related requirements and conditions (including as to the absence of any continuing Default or Event of Default) for which compliance or satisfaction was determined or tested as of the Determination Date would at any time after the Determination Date not have been complied with or satisfied (including due to the occurrence or continuation of a Default or an Event of Default), such requirements and conditions will not be deemed to have been failed to be complied with or satisfied (and such Default or Event of Default shall be deemed not to have occurred or be continuing).

(c) If any Applicable Metric is determined by reference to the greater of a fixed amount (the "*numerical permission*") and a percentage of Consolidated EBITDA (the "*grower permission*") and the grower permission of the Applicable Metric exceeds the applicable numerical permission at any time, the numerical permission shall be deemed to be increased to the highest amount of the grower permission reached from time to time and shall not subsequently be reduced as a result of any decrease in the grower permission.

(d) For all purposes under this Agreement (including the calculation of any Applicable Metric based on Consolidated EBITDA) and unless expressly provided otherwise, Consolidated EBITDA shall be calculated (i) before the date on which the Company's internal financial statements are available for the fiscal quarter ending December 31, 2022 (the "**Relevant Date**"), as the greater of (x) Consolidated EBITDA for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such calculation and (y) four (4) *times* Consolidated EBITDA for the most recently ended fiscal quarter for which internal financial statements are available immediately preceding the date of such calculation (the "**Alternative Consolidated EBITDA Calculation**"), and (ii) on or after the

Relevant Date, as Consolidated EBITDA for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of such calculation (the "**Standard Consolidated EBITDA Calculation**"). If for purposes of the calculation of any Applicable Metric based on Consolidated EBITDA *pro forma* effect has to be given to acquisitions that have been made by the Company or any of its Restricted Subsidiaries (including through mergers or consolidations and including any related financing transactions) during the relevant four-quarter reference period, or subsequent to such reference period and on or prior to the relevant calculation date, the consolidated EBITDA (or equivalent metric) of such acquired company to be taken into account for purposes such calculation, shall be calculated, *mutatis mutandis*, on the basis described in the preceding sentence.

Schedule 24
NOTES EVENTS OF DEFAULT

1. **Definitions and Interpretation**

(a) In this Schedule 24, capitalised terms used have the meanings given to them in this Agreement, including Schedule 22 (*Notes Definitions*), *provided that*, any term defined both in Schedule 22 (*Notes Definitions*) and elsewhere in this Agreement shall have the meaning given to such term in Schedule 22 (*Notes Definitions*).

(b) In this Schedule 24, any reference to a paragraph is to a paragraph of this Schedule 24.

2. **Events of Default**

Each of the events set out in this paragraph 2 is an Event of Default:

2.1.

(a) The Company, any of its Restricted Subsidiaries that is a Significant Subsidiary or any Borrower, pursuant to or within the meaning of any applicable Bankruptcy Law:

(i) commences a voluntary case (including the opening of insolvency proceedings or pre-insolvency proceedings in accordance with article 583.1 of the Spanish Insolvency Law);

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a custodian, liquidator (Sw. *likvidator*), receiver (Sw. *konkursförvaltare*), administrative receiver, administrator (Sw. *rekonstruktör*), compulsory manager, provisional liquidator, receiver and manager, controller (in the case of appointments under Australian law, as defined in the Australian Corporations Act) or other similar officer of it or for all or substantially all of its property; or

(iv) makes a general composition, compromise, assignment or arrangement for the benefit of its creditors.

(b) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company, any of its Restricted Subsidiaries that is a Significant Subsidiary or any Borrower, in an involuntary case (including the filing by any third party for a petition of necessary insolvency (*concurso necesario*));

(ii) appoints a custodian, liquidator, receiver, administrative receiver, administrator, compulsory manager, provisional liquidator, receiver and manager, controller (in the case of appointments under Australian law, as defined in the Australian Corporations Act) or other similar officer of the Company, any of its Restricted Subsidiaries that is a Significant Subsidiary or any Borrower, or for all or substantially all of the property of the Company, any of its Restricted Subsidiaries that is a Significant Subsidiary or any Borrower; or

(iii) orders the liquidation of the Company, any of its Restricted Subsidiaries that is a Significant Subsidiary or any Borrower,

and the order or decree remains unstayed and in effect for 60 consecutive days.

(c) Notwithstanding sub-paragraphs (a) and (b) above, the solvent liquidation or other dissolution of any Restricted Subsidiary of the Company that is a Significant Subsidiary or any Borrower (including, without limitation, the appointment of a liquidator or other similar officer in connection with such solvent liquidation or other dissolution) which constitutes a Permitted Transaction shall not be an Event of Default.

2.2 Failure by the Company, any Restricted Subsidiary or any Borrower to pay final judgments (which are not covered by insurance as to which a claim has been submitted and the insurer has not disclaimed or indicated an intent to disclaim responsibility for the payment thereof) in the aggregate exceeding the greater of (a) €50,000,000 and (b) an amount equal to 37.9% of Consolidated EBITDA, which judgments are not paid, discharged or stayed for a period of 60 days.

Schedule 25
FORM OF SELF-DECLARATION

The undersigned [*Lender's legal representative*], domiciled at [*Lender's legal representative address*], legal representative of [*Lender's Name*], with its registered office at [*Lender's registered address*]

CONSIDERING THAT

pursuant to article 26, paragraph 5-*bis*, of Presidential Decree No. 600 of 29 September 1973 as amended from time to time, no Italian withholding tax applies to interest payments made by Italian entities to:

- Credit institutions established in an EU Member State;
- Insurance companies incorporated in an EU Member State and authorised under the legislative provisions of an EU Member State;
- Institutional investors (in the meaning of Article 6, paragraph 1, letter b), of the Legislative Decree No. 239 of 1 April 1996), whether or not subject to tax, which are established in a country or territory which allow for a satisfactory exchange of information with Italy and listed in the Ministerial Decree dated 4th September 1996, as amended from time to time (the "**Approved List**"), to the extent they are subject to regulatory supervision in the place of establishment;
- Entities listed under Article 2, paragraph 5, numbers from 4) to 23), of Directive 2013/36/EU.

DECLARES

To be the beneficial owner and direct recipient of any interest payment received under the facilities agreement dated [ ] entered into between, among others, eDreams ODIGEO S.A. as the Company, [ ] as Agent and [ ] as Security Agent (the "**Facilities Agreement**") with respect to a commitment amount of [_____] and:

(Please check one of the following four boxes as applicable)

- That [*Lender's Name*] is a credit institution established in an EU Member State, not acting for the purposes of the Facilities Agreement through a permanent establishment located outside the EU.
- That [*Lender's Name*] is an insurance company incorporated in an EU Member State and authorised under the legislative provisions of an EU Member State, not acting for the purposes of the Facilities Agreement through a permanent establishment located outside the EU.
- That [Lender's Name] is an institutional investor (in the meaning of Article 6, paragraph 1, letter b), of the Legislative Decree No. 239 of 1 April 1996), whether or not subject to tax, established in a country or territory included in the Approved List, and therein subject to regulatory supervision.
- That [*Lender's Name*] is an entity listed under Article 2, paragraph 5, numbers from 4) to 23), of Directive 2013/36/EU.

- That its activity under the Facilities Agreement is compliant with provisions of law governing the reserved matters on the granting of loans to the public under Italian Legislative Decree No. 385 dated 1 September 1993.

- That all information in this declaration is, to the best of [*Lender's Name*] knowledge, correct, and that the undersigned shall communicate if one or more of the declarations above ceases to be, as well as of any variations in the supplied data and information.

Place and date of signature

Signature of Legal Representative of

_____

[Name and Surname]

[Title]

NOTICE DETAILS

The Company

eDreams ODIGEO S.A.

Address: Bailén 67, 08009 Barcelona, Spain

Attention: David Elizaga – Chief Financial Officer / Ignacio Demergasso – Head of Treasury

Fax: N/A

Email: david.elizaga@odigeo.com / ignacio.demergasso@odigeo.com

The Agent

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

Address: Société Générale, Sucursal de Espana
Torre Picasso Plaza de Pablo Ruiz Picasso, 1
28020 – Madrid

Attention: Beatriz Melero Soler / António Ribeiro da Cunha

Email: beatriz.melero@sgcib.com / antonio.ribeiro@sgcib.com

The Security Agent

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

Address: Société Générale, Sucursal de Espana
Torre Picasso Plaza de Pablo Ruiz Picasso, 1
28020 – Madrid

Attention: Beatriz Melero Soler / António Ribeiro da Cunha

Email: beatriz.melero@sgcib.com / antonio.ribeiro@sgcib.com

Schedule 26
FORM OF SUBSTITUTE AFFILIATE LENDER DESIGNATION NOTICE

To: [•] as Agent and [•] as Security Agent for itself and each of the other parties to the Intercreditor Agreement referred to below

Cc: [*Company*]

From: [Designating Lender]

Dated: [•]

Dear Sirs

eDreams ODIGEO S.A. - €180,000,000 Senior Facilities Agreement originally dated 4 October 2016 (as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date, and as subsequently amended or restated) (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement. Terms defined in the Facilities Agreement have the same meaning in this notice.

2. We hereby designate our Affiliate details of which are given below as a Substitute Affiliate Lender in respect of any Loans required to be advanced to [*specify name of borrower or refer to all borrowers in a particular jurisdiction etc*] (the "**Designated Loans**").

3. The details of the Substitute Affiliate Lender are as follows:

   Name:

   Facility Office:

   Fax Number:

   Attention:

   Jurisdiction of Incorporation:

4. By countersigning this notice below [•] agrees to become a Substitute Affiliate Lender in respect of the Designated Loans as indicated above and agrees to be bound by the terms of the Facilities Agreement and the Intercreditor Agreement accordingly.

5. This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

.....
For and on behalf of [Designating Lender]

We acknowledge and agree to the terms of the above.

.....

For and on behalf of [Substitute Affiliate Lender]

We acknowledge the terms of the above.

.....

For and on behalf of

The Agent and the Security Agent

Dated: [•]

SIGNATURES

The Company

For and on behalf of

eDREAMS ODIGEO S.A.

_____

Name:

Title:

Address:

Email Address:	David Elizaga – Chief Financial Officer Ignacio Demergasso – Head of Treasury;
Attention:	david.elizaga@edreamsodigeo.com ignacio.demergasso@edreamsodigeo.com

The Borrowers

For and on behalf of

eDREAMS ODIGEO S.A.

_____

Name:

Title:

The Borrowers

For and on behalf of

eDREAMS, INC.

_____

Name:

Title:

The Borrowers

For and on behalf of

eDREAMS INTERNATIONAL NETWORK, S.L.U.

_____

Name:

Title:

The Borrowers

For and on behalf of

GO VOYAGES SAS

_____

Name:

Title:

The Borrowers

SIGNED for **GEO TRAVEL PACIFIC PTY LTD**
ACN 167 794 756 under power of attorney in the presence of:

_____
Signature of attorney

_____
Signature of witness

_____
Name of witness
Date of power of attorney:

_____
Address of witness

The Borrowers

For and on behalf of

GO VOYAGES TRADE SAS

_____

Name:

Title:

The Borrowers

For and on behalf of

LILIGO METASEARCH TECHNOLOGIES SAS

_____

Name:

Title:

The Borrowers

For and on behalf of

OPODO LIMITED

_____

Name:

Title:

The Borrowers

For and on behalf of

TRAVELLINK AB

_____

Name:

Title:

The Borrowers

For and on behalf of

VACACIONES eDREAMS, S.L.U.

_____

Name:

Title:

The Borrowers

For and on behalf of

eDREAMS SRL

_____

Name:

Title:

The Borrowers

Executed and delivered as a deed by

EDREAMS (GIBRALTAR) LIMITED

Acting by two directors

_____

Name:

Title:

_____

Name:

Title:

The Guarantors

For and on behalf of

eDREAMS ODIGEO S.A.

_____

Name:

Title:

The Guarantors

For and on behalf of

eDREAMS, INC.

_____

Name:

Title:

The Guarantors

For and on behalf of

eDREAMS INTERNATIONAL NETWORK, S.L.U.

_____

Name:

Title:

The Guarantors

For and on behalf of

GO VOYAGES SAS

_____

Name:

Title:

The Guarantors

SIGNED for **GEO TRAVEL PACIFIC PTY LTD**
ACN 167 794 756 under power of attorney in the presence of:

_____
Signature of attorney

_____
Signature of witness

_____
Name of witness
Date of power of attorney:

_____
Address of witness

The Guarantors

For and on behalf of

GO VOYAGES TRADE SAS

_____

Name:

Title:

The Guarantors

For and on behalf of

LILIGO METASEARCH TECHNOLOGIES SAS

_____

Name:

Title:

The Guarantors

For and on behalf of

OPODO LIMITED

_____

Name:

Title:

The Guarantors

For and on behalf of

TRAVELLINK AB

_____

Name:

Title:

The Guarantors

For and on behalf of

VACACIONES eDREAMS, S.L.U.

_____

Name:

Title:

The Guarantors

For and on behalf of

eDREAMS SRL

_____

Name:

Title:

The Guarantors

Executed and delivered as a deed by

EDREAMS (GIBRALTAR) LIMITED

Acting by two directors

_____

Name:

Title:

_____

Name:

Title:

The Agent

For and on behalf of:

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

Name:

Title:

By:

Name:

Title:

Address: Société Générale, Sucursal de Espana

Torre Picasso Plaza de Pablo Ruiz Picasso, 1

28020 – Madrid

Attention: Beatriz Melero Soler / Diego Garnacho Hernández

Email: beatriz.melero@sgcib.com / diego.garnacho@sgcib.com

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

BANCO SANTANDER, S.A.

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

BARCLAYS BANK IRELAND PLC

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

CAIXABANK, S.A.

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

MORGAN STANLEY BANK AKTIENGESELLSCHAFT

By:

The Bookrunners and Mandated Lead Arrangers

For and on behalf of

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

The Continuing Lenders

For and on behalf of

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

The Continuing Lenders

For and on behalf of

BANCO SANTANDER, S.A.

By:

The Continuing Lenders

For and on behalf of

BARCLAYS BANK IRELAND PLC

By:

The Continuing Lenders

For and on behalf of

CAIXABANK, S.A.

By:

The Continuing Lenders

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT

The Continuing Lenders

For and on behalf of

MORGAN STANLEY BANK AKTIENGESELLSCHAFT

By:

The Continuing Lenders

For and on behalf of

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

The Exiting Lender

For and on behalf of

J.P. MORGAN AG

By:

The Issuing Bank

For and on behalf of

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

The Security Agent

For and on behalf of:

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

Name:

Title:

By:

Name:

Title:

Address: Société Générale, Sucursal de Espana

Torre Picasso Plaza de Pablo Ruiz Picasso, 1

28020 – Madrid

Attention: Beatriz Melero Soler / Diego Garnacho Hernández

Email: beatriz.melero@sgcib.com / diego.garnacho@sgcib.com

ANNEX B: INTERCREDITOR AGREEMENT

Execution Version

AMENDMENT AGREEMENT

DATED _____ 2022

FOR

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
AS REVOLVING AGENT

THE EXISTING REVOLVING LENDERS

THE REVOLVING ARRANGERS

DEUTSCHE TRUSTEE COMPANY LIMITED
AS EXISTING SENIOR SECURED NOTE TRUSTEE

DEUTSCHE TRUSTEE COMPANY LIMITED
AS NEW SENIOR SECURED NOTE TRUSTEE

eDREAMS ODIGEO S.A.
AS COMPANY

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
ACTING AS SECURITY AGENT

AND

OTHERS

RELATING TO AN INTERCREDITOR AGREEMENT
ORIGINALLY DATED 4 OCTOBER 2016 AND AS AMENDED AND RESTATED BY
AN AMENDMENT AND RESTATEMENT
AGREEMENT DATED 25 SEPTEMBER 2018

Davis Polk & Wardwell (London) LLP

DRAFT

CONTENTS

THIS AGREEMENT is dated _____ 2022 and made between:

(1) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as Revolving Agent (the "**Revolving Agent**");

(2) **THE FINANCIAL INSTITUTIONS** named on the signing pages as Existing Revolving Lenders (the "**Existing Revolving Lenders**");

(3) **THE FINANCIAL INSTITUTIONS** named on the signing pages as Revolving Arrangers (the "**Revolving Arrangers**");

(4) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**Existing Senior Secured Note Trustee**");

(5) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**New Senior Secured Note Trustee**");

(6) **eDREAMS ODIGEO**, **S.A.** a public limited liability company (*sociedad anónima*) organised and existing under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002, Madrid (Spain) and registered with the Company Registry of Madrid (*Registro Mercantil de Madrid*) at volume 41561, sheet 130, page number M-736332 (the "**Company**"). The Company holds Spanish tax identification number A02850956 and its legal entity identifier (LEI) code is 959800Y8LQ5MR2YZ4N96;

(7) **THE COMPANIES** named on the signing pages as Intra-Group Lenders (the "**Intra-Group Lenders**");

(8) **THE SUBSIDIARIES** of the Company named on the signing pages as Debtors (together with the Company, the "**Debtors**"); and

(9) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as security trustee for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Amended Intercreditor Agreement**" means the Original Intercreditor Agreement, as amended and restated by this Agreement.

"**Effective Date**" has the meaning given to such term in the RCF Amendment Agreement.

"**New Senior Secured Notes**" means the guaranteed senior secured notes to be issued by the Company in an amount of at least EUR 375,000,000.

"**Original Intercreditor Agreement**" means the intercreditor agreement originally dated 4 October 2016 and as amended and restated by an amendment agreement dated 25 September 2018 between, among others, the Company, the Existing Revolving Lenders, the Revolving Arrangers, the Existing Senior Secured Note Trustee, the Revolving Agent and the Security Agent.

"**RCF Amendment Agreement**" means the amendment agreement dated on or about the date of this Agreement in relation to a super senior revolving credit and guarantee facilities agreement originally dated 4 October 2016 and as amended and restated by an amendment agreement dated 18 September 2018 between, among others, the Company, the Revolving Agent and the Security Agent.

1.2 **Incorporation of defined terms**

(a) Unless a contrary indication appears, a term defined in the Original Intercreditor Agreement has the same meaning in this Agreement.

(b) The principles of construction set out in clause 1.2 (*Construction*) of the Original Intercreditor Agreement shall have effect as if set out in this Agreement.

1.3 **Clauses**

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause in or a Schedule to this Agreement.

1.4 **Third party rights**

The Contracts (Rights of Third Parties) Act 1999 will apply to this Agreement for the benefit of all Primary Creditors but no other person (other than the parties to this Agreement and the Primary Creditors) shall have any rights under it. However, the consent of a person which is not party to this Agreement is not required to amend or vary this Agreement.

1.5 **Designation**

In accordance with the Original Intercreditor Agreement, each of the Company and the Security Agent designates this Agreement as a Debt Document.

2. **RESTATEMENT**

2.1 **Restatement of the Original Intercreditor Agreement**

(a) With effect from (and including) the Effective Date, the Original Intercreditor Agreement shall be amended and restated so that it shall be read and construed for all purposes as set out in Schedule 1 (*Restated Agreement*).

(b) Each Debtor agrees that, from (and including) the Effective Date, it will be bound by the obligations set out in schedule 5 (*Hedge Counterparties' Guarantee and Indemnity*) of the Amended Intercreditor Agreement.

(c) With effect from (and including) the Effective Date, the Existing Senior Secured Note Trustee retires as Senior Secured Note Trustee under the Amended Intercreditor Agreement.

3. **ACCESSION**

3.1 **New Senior Secured Note Trustee**

In consideration of the New Senior Secured Note Trustee being accepted as a Creditor Representative for the purposes of the Amended Intercreditor Agreement, the New Senior Secured Note Trustee confirms that, as from (and including) the Effective Date, it intends to be party to the Intercreditor Agreement as a Creditor Representative and undertakes to perform all

the obligations expressed in the Intercreditor Agreement to be assumed by a Creditor Representative and agrees that it shall be bound by all the provisions of the Amended Intercreditor Agreement, as if it had been an original party to the Amended Intercreditor Agreement.

4. CONTINUITY AND FURTHER ASSURANCE

4.1 Continuing obligations

The provisions of the Original Intercreditor Agreement and the other Debt Documents shall, save as amended by this Agreement, continue in full force and effect.

4.2 Exclusion of Novation Effect

For the purposes of Italian law, the parties to this Agreement reciprocally acknowledge and confirm that the amendment and restatement of the Original Intercreditor Agreement pursuant to this Agreement shall not constitute, and shall not be construed as, a novation (*novazione*) of, or have a novative effect (*effetto novativo*) on, the obligations and the other transactions contemplated under the Original Intercreditor Agreement.

4.3 Further assurance

Each Debtor shall, at the request of the Security Agent and at such Debtor's own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Agreement.

5. COSTS AND EXPENSES

5.1 Transaction expenses

The Company shall (or shall procure that another Debtor shall) within thirty days of demand, pay the Security Agent the amount of all costs and expenses (including legal fees) (together with any applicable VAT) reasonably incurred by the Security Agent in connection with the negotiation, preparation, printing, execution and perfection of this Agreement subject to any agreed cap.

6. CONSENTS AND WAIVERS

In accordance with clause 26.1 of the Original Intercreditor Agreement, each of the parties to this Agreement:

(a) consents to the amendments contemplated by Clause 2.1 (*Restatement of the Original Intercreditor Agreement*);

(b) consents to the New Senior Secured Note Trustee becoming a Creditor Representative; and

(c) waives the requirements of clause 20 (*Changes to the Parties*) of the Original Intercreditor Agreement in respect of the accessions effected pursuant to this Agreement and/or the RCF Amendment Agreement.

7. EFFECTIVE DATE

If the Effective Date does not occur on or prior to 31 March 2022, then the provisions of Clauses 2 (*Restatement*), 3 (*Accession*), 4 (*Continuity and Further Assurance*) and 6 (*Consents and Waivers*) of this Agreement shall terminate on that date.

8. MISCELLANEOUS

8.1 Incorporation of terms

The provisions of clause 24 (*Notices*) and clause 25 (*Preservation*) of the Original Intercreditor Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" or "the Debt Documents" are references to this Agreement.

8.2 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

10. JURISDICTION

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

(b) The Company, each Debtor and each Intra-Group Lender agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither the Company nor any Debtor or Intra-Group Lender will argue to the contrary.

11. NOTARIAL DOCUMENT

The Company undertakes to notarise this Agreement in respect of any Spanish Debtor and any amendments in respect thereof, by no later than the date falling 60 Business Days after the Effective Date (as defined in the Amended Facility Agreement), so that such documents may have the status of a notarial document for all purposes contemplated in Article 517 of the Spanish Civil Procedural Law. The Parties agree that the Spanish Obligors will take all necessary actions to comply with any reasonable request of the Agent or the Security Agent in order to preserve the rights and obligations contained herein.

This Agreement has been entered into on the date stated at the beginning of this Agreement and executed as a deed by the Company, the other Debtors and the Intra-Group Lenders and is intended to be and is delivered by them as a deed on the date specified above.

SCHEDULE 1
RESTATED AGREEMENT

[*Insert Amended Intercreditor Agreement*]

Execution Version

DATED 4 OCTOBER 2016

AS AMENDED AND RESTATED PURSUANT TO THE AMENDMENT AGREEMENT DATED 25 SEPTEMBER 2018

AND AS FURTHER AMENDED AND RESTATED ON THE EFFECTIVE DATE

FOR

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
AS REVOLVING AGENT

THE REVOLVING LENDERS

DEUTSCHE TRUSTEE COMPANY LIMITED
AS A SENIOR SECURED NOTE TRUSTEE

eDREAMS ODIGEO S.A.
AS COMPANY

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA
ACTING AS SECURITY AGENT

AND

OTHERS

INTERCREDITOR AGREEMENT

Davis Polk & Wardwell London LLP

CONTENTS

THIS AGREEMENT (this "**Agreement**") is dated 4 October 2016 as amended and restated pursuant to an amendment agreement dated 25 September 2018 and as further amended and restated on the Effective Date, and made

BETWEEN:

(1) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as Revolving Agent;

(2) **THE FINANCIAL INSTITUTIONS** listed in Part I of Schedule 6 (*Certain Parties as at the Effective Date)* as Revolving Lenders;

(3) **THE FINANCIAL INSTITUTIONS** listed in Part II of Schedule 6 (*Certain Parties as at the Effective Date)* as Revolving Arrangers;

(4) **DEUTSCHE TRUSTEE COMPANY LIMITED** as Senior Secured Note Trustee with respect to the 2027 Notes;

(5) **eDREAMS ODIGEO**, **S.A.** a public limited liability company (*sociedad anónima*) organised and existing under the laws of Spain, having its registered office at Calle Lopez de Hoyos, 35, 28002, Madrid (Spain) and registered with the Company Registry of Madrid (*Registro Mercantil de Madrid*) at volume 41561, sheet 130, page number M-736332 (the "**Company**"). The Company holds Spanish tax identification number A02850956 and its legal entity identifier (LEI) code is 959800Y8LQ5MR2YZ4N96;

(6) **THE COMPANIES** listed in Part III of Schedule 6 (*Certain Parties as at the Effective Date)* as Intra-Group Lenders (the "**Original Intra-Group Lenders**");

(7) **THE SUBSIDIARIES** of the Company listed in Part IV of Schedule 6 (*Certain Parties as at the Effective Date)* as Debtors (together with the Company, the "**Original Debtors**"); and

(8) **SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA** as security trustee for the Secured Parties (the "**Security Agent**").

SECTION 1
INTERPRETATION

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"**1992 ISDA Master Agreement**" means the Master Agreement (Multicurrency - Cross Border) as published by the International Swaps and Derivatives Association, Inc.

"**2002 ISDA Master Agreement**" means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.

"**Acceleration Event**" means a Credit Facility Acceleration Event or a Pari Passu Acceleration Event.

"**Additional Credit Facility Liabilities**" has the meaning given to that term in paragraph (b) of Clause 3.6 (*Additional Credit Facility Liabilities*).

"**Additional Initial Revolving Facility Liabilities**" has the meaning given to that term in paragraph (a) of Clause 3.6 (*Additional Credit Facility Liabilities*).

"**Additional Pari Passu Facility Liabilities**" has the meaning given to that term in paragraph (c) of Clause 4.3 (*Additional Pari Passu Liabilities*).

"**Additional Pari Passu Liabilities**" has the meaning given to that term in paragraph (c) of Clause 4.3 (*Additional Pari Passu Liabilities*).

"**Additional Pari Passu Note Liabilities**" has the meaning given to that term in paragraph (b) of Clause 4.3 (*Additional Pari Passu Liabilities*).

"**Additional Senior Secured Note Liabilities**" has the meaning given to that term in paragraph (a) of Clause 4.3 (*Additional Pari Passu Liabilities*).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agreed Guarantee and Security Principles**" has the meaning given to the term "Agreed Guarantee and Security Principles" in the Initial Revolving Facility Agreement **provided that** after the Revolving Lender Discharge Date, if any other Primary Document includes an Equivalent Provision, such Equivalent Provision shall apply.

"**Amendment**" has the meaning given to that term in paragraph (a)(i) of Clause 18.24 (*Release and re-grant of Transaction Security*).

"**Amendment Agreement**" means the amendment and restatement agreement dated _____ _____ 2022 between, among others, the Company and Société Générale, Sucursal en España as security agent in relation to this Agreement.

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" means:

(a) on or prior to the Revolving Lender Discharge Date, any ancillary facility (including, for the avoidance of doubt, any Fronting Ancillary Facility (as defined in the Initial Revolving Facility Agreement)) made available in accordance with the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, any ancillary facility made available in accordance with any Credit Facility Agreement.

"**Ancillary Lender**" means:

(a) on or prior to the Revolving Lender Discharge Date, each Revolving Lender (or Affiliate of a Revolving Lender) (including, for the avoidance of doubt, a Fronting Ancillary Lender (as defined in the Initial Revolving Facility Agreement)) which makes available an Ancillary Facility; and

(b) after the Revolving Lender Discharge Date, each Credit Facility Lender (or Affiliate of a Credit Facility Lender) which makes available an Ancillary Facility.

"**Ardian**" means any funds managed or advised by Ardian France S.A.

"**Arranger**" means each Credit Facility Arranger and each Pari Passu Arranger, in each case, which is a Party as a Revolving Arranger or becomes a Party as an Arranger to the extent required pursuant to Clause 20.10 (*Accession of Credit Facility Creditors under new Credit Facilities*) or Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*), as the case may be.

"**Australian Corporations Act**" means the Corporations Act 2001 (Cth) of Australia.

"**Automatic Early Termination**" means the termination or close-out of any hedging transaction prior to the maturity of that hedging transaction which is brought about automatically by the terms of the relevant Hedging Agreement and without any party to the relevant Hedging Agreement taking any action to terminate that hedging transaction.

"**Available Commitment**":

(a) in relation to a Revolving Lender, has the meaning given to the term "Available Commitment" in the Initial Revolving Facility Agreement;

(b) in relation to any other Credit Facility Lender, has the meaning given to the term "Available Commitment" (or any equivalent term) in the relevant Credit Facility Agreement; and

(c) in relation to a Pari Passu Lender, has the meaning given to the term "Available Commitment" (or any equivalent term) in the relevant Pari Passu Facility Agreement.

"**Bank Guarantee**" means:

(a) on or prior to the Revolving Lender Discharge Date, any "Bank Guarantee" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, any "Bank Guarantee" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Borrowing Liabilities**" means, in relation to a member of the Group, the liabilities and obligations (not being Guarantee Liabilities) it may have as a principal debtor to a Creditor (other than to an Arranger or a Creditor Representative) or a Debtor in respect of Liabilities arising under the Debt Documents (whether incurred solely or jointly and including, without limitation, liabilities and obligations as a borrower under the Credit Facility Documents and liabilities and obligations as a borrower or issuer under the Pari Passu Documents).

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Madrid, Luxembourg, Paris, Barcelona and New York and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; and

(b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code that has, as a United States shareholder (as defined in Section 951 of the Code), a member of the Group.

"**CFC Holdco**" means any U.S. Subsidiary of the Company that owns no material assets other than equity interests and/or indebtedness of one or more CFCs.

"**Charged Property**" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Close-Out Netting**" means:

(a) in respect of a Hedging Agreement or a Hedging Ancillary Document based on a 1992 ISDA Master Agreement, any step involved in determining the amount payable in respect of an Early Termination Date (as defined in the 1992 ISDA Master Agreement) under section 6(e) (*Payments on Early Termination*) of the 1992 ISDA Master Agreement before the application of any subsequent Set-off (as defined in the 1992 ISDA Master Agreement);

(b) in respect of a Hedging Agreement or a Hedging Ancillary Document based on a 2002 ISDA Master Agreement, any step involved in determining an Early Termination Amount (as defined in the 2002 ISDA Master Agreement) under section 6(e) (*Payments on Early Termination*) of the 2002 ISDA Master Agreement; and

(c) in respect of a Hedging Agreement or a Hedging Ancillary Document not based on an ISDA Master Agreement, any step involved on a termination of the hedging transactions under that Hedging Agreement pursuant to any provision of that Hedging Agreement which has a similar effect to either provision referenced in paragraph (a) and paragraph (b) above.

"**Code**" means the US Internal Revenue Code of 1986, as amended.

"**Commitment**" means a Credit Facility Commitment or a Pari Passu Facility Commitment.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § I et seq.).

"**Common Assurance**" means any guarantee, indemnity or other assurance against loss in respect of any of the Liabilities, the benefit of which (however conferred) is, to the extent legally possible and subject to the Agreed Guarantee and Security Principles, given to all the Secured Parties in respect of their Liabilities (including where the Secured Parties have to the

extent legally possible and subject to the Agreed Guarantee and Security Principles separate but equivalent guarantees, indemnities or assurances against loss in respect of their relevant Liabilities).

"**Common Currency**" means euro.

"**Common Currency Amount**" means, in relation to an amount, that amount converted (to the extent not already denominated in the Common Currency) into the Common Currency at the Security Agent's Spot Rate of Exchange on the Business Day prior to the relevant calculation.

"**Common Transaction Security**" means any Transaction Security which to the extent legally possible and subject to the Agreed Guarantee and Security Principles:

(a) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or

(b) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of:

(i) all the Secured Parties in respect of their Liabilities; or

(ii) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties,

and which (subject to the terms of this Agreement) ranks in the order of priority contemplated in Clause 2.2 (*Transaction Security*).

"**Consent**" means any consent, approval, release or waiver or agreement to any amendment.

"**Credit Facility**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Initial Revolving Facility; and

(b) after the Revolving Lender Discharge Date, any loan, credit or debt facility made available to a member of the Group **provided that** the provisions of Clause 20.10 (*Accession of Credit Facility Creditors under new Credit Facilities*) have been complied with.

"**Credit Facility Acceleration Event**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Revolving Agent exercising any of its rights under paragraphs (a)(ii), (a)(iv) or (a)(vi) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement or, having placed any amount on demand pursuant to paragraphs (a)(iii), (a)(v) or (a)(vii) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement, demand is made under any of those paragraphs; and

(b) after the Revolving Lender Discharge Date, the Creditor Representative in relation to any Credit Facility exercising any of its rights under any provisions of the relevant Credit Facility Agreement which are similar in meaning and effect to paragraphs (a)(ii), (a)(iv) or (a)(vi) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement or, having placed any amount on demand pursuant any provisions of the relevant Credit Facility Agreement which are similar

in meaning and effect to paragraphs (a)(iii), (a)(v) or (a)(vii) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement, demand is made under any of those provisions.

"**Credit Facility Agent**" means the Revolving Agent or the facility agent in respect of any Credit Facility (other than the Initial Revolving Facility) in each case, which is a Party as a Revolving Agent or becomes a Party as a Credit Facility Agent pursuant to Clause 20.10 (*Accession of Credit Facility Creditors under new Credit Facilities*).

"**Credit Facility Agreement**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, in relation to a Credit Facility, the facility agreement documenting that Credit Facility.

"**Credit Facility Arranger**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Revolving Arrangers; and

(b) after the Revolving Lender Discharge Date, any arranger of any other Credit Facility which becomes a Party pursuant to Clause 20.10 (*Accession of Credit Facility Creditors under new Credit Facilities*) (except where it would not be conventional for such arranger to become a Party and its Creditor Representative has become a Party on its behalf).

"**Credit Facility Borrower**" means:

(a) on or prior to the Revolving Lender Discharge Date, a "Borrower" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, a "Borrower" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Credit Facility Cash Cover**" means:

(a) on or prior to the Revolving Lender Discharge Date, "cash cover" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, "cash cover" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Credit Facility Cash Cover Document**" means, in relation to any Credit Facility Cash Cover, any Credit Facility Document which creates or evidences, or is expressed to create or evidence, the Security required to be provided over that Credit Facility Cash Cover by the relevant Credit Facility Agreement.

"**Credit Facility Commitment**" means:

(a) on or prior to the Revolving Lender Discharge Date, a "Commitment" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, a "Commitment" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Credit Facility Credit Participation**" means, in relation to a Credit Facility Lender, its aggregate Credit Facility Commitments.

"**Credit Facility Creditors**" means each Creditor Representative in relation to a Credit Facility, each Credit Facility Arranger and each Credit Facility Lender.

"**Credit Facility Discharge Date**" means the first date on which all Credit Facility Liabilities have been fully and finally discharged in accordance with the terms of the relevant Credit Facility Documents, whether or not as a result of an enforcement, and the Credit Facility Lenders are under no further obligation to provide financial accommodation to any of the Debtors under the Credit Facility Documents.

"**Credit Facility Documents**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Initial Revolving Finance Documents; and

(b) after the Revolving Lender Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Credit Facility Creditor setting out the terms of any credit facility which creates or evidences any Credit Facility Liabilities.

"**Credit Facility Guarantor**" means:

(a) on or prior to the Revolving Lender Discharge Date, a "Guarantor" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, a "Guarantor" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Credit Facility Lender Cash Collateral**" means:

(a) on or prior to the Revolving Lender Discharge Date, any cash collateral provided by a Revolving Lender to an Issuing Bank pursuant to clause 7.4 (*Cash Collateral by Non-Acceptable L/C Lender and Borrower's Option to Provide Cash Cover*) of the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, if applicable, any cash collateral provided by a Credit Facility Lender to an Issuing Bank pursuant to the terms of the relevant Credit Facility Agreement.

"**Credit Facility Lender Liabilities Transfer**" means a transfer of the Credit Facility Liabilities described in Clause 6.1 (*Option to purchase: Pari Passu Debt Creditors*).

"**Credit Facility Lenders**" means:

(a) on or prior to the Revolving Lender Discharge Date, the Revolving Lenders; and

(b) after the Revolving Lender Discharge Date, each "Lender" (under and as defined in the relevant Credit Facility Agreement), Issuing Bank and Ancillary Lender.

"**Credit Facility Liabilities**" means the Liabilities owed by any Debtor to the Credit Facility Creditors under or in connection with the Credit Facility Documents.

"**Credit Related Close-Out**" means any Permitted Hedge Close-Out which is not a Non-Credit Related Close-Out.

"**Creditor/Creditor Representative Accession Undertaking**" means:

(a) an undertaking substantially in the form set out in Schedule 2 (*Form of Creditor/Creditor Representative Accession Undertaking*); or

(b) a Transfer Certificate or an Assignment Agreement (each as defined in the Initial Revolving Facility Agreement or any Equivalent Provision in any other Credit Facility Agreement or Pari Passu Facility Agreement) **provided that** it contains an accession to this Agreement which is substantially in the form set out in Schedule 2 (*Form of Creditor/Creditor Representative Accession Undertaking*); or

(c) an Increase Confirmation, an Accordion Increase Confirmation or an Accordion Guarantee Facility Accession Undertaking (each as defined in the Initial Revolving Facility Agreement or any Equivalent Provision in any other Credit Facility Agreement or Pari Passu Facility Agreement) **provided that** it contains an accession to this Agreement which is substantially in the form set out in Schedule 2 (*Form of Creditor/Creditor Representative Accession Undertaking*),

as the context may require, or

(d) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed.

"**Creditor Representative**" means:

(a) in relation to the Revolving Lenders, the Revolving Agent;

(b) in relation to the Credit Facility Lenders under any other Credit Facility, the facility agent in respect of that Credit Facility which has acceded to this Agreement as the Creditor Representative of those Credit Facility Lenders pursuant to Clause 20.10 (*Accession of Credit Facility Creditors under new Credit Facilities*) or where such other Credit Facility is a bilateral facility, the lender that makes such other Credit Facility available;

(c) in relation to any Senior Secured Noteholders, the relevant Senior Secured Note Trustee; and

(d) in relation to any other Pari Passu Noteholders or Pari Passu Lenders, the person which has acceded to this Agreement as the Creditor Representative of those Pari Passu Noteholders or Pari Passu Lenders pursuant to Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*) or where such other Pari Passu Facility is a bilateral facility, the lender that makes such other Pari Passu Facility available.

"**Creditor Representative Amounts**" means fees, costs and expenses of a Creditor Representative (but excluding for this purpose any Credit Facility Lender or Pari Passu Lender that is a bilateral lender) payable to a Creditor Representative for its own account pursuant to the relevant Debt Documents or any engagement letter between a Creditor Representative and a Debtor (including any amount payable to a Creditor Representative by

way of indemnity, remuneration or reimbursement for expenses incurred), and the costs incurred by a Creditor Representative in connection with any actual or attempted Enforcement Action which is permitted by this Agreement which are recoverable pursuant to the terms of the Debt Documents.

"**Creditors**" means the Primary Creditors, the Intra-Group Lenders and the Subordinated Creditors.

"**Debt Disposal**" means any disposal of any Liabilities or Debtors' Intra-Group Receivables pursuant to paragraphs (d) or (e) of Clause 14.1 (*Facilitation of Distressed Disposals*).

"**Debt Document**" means each of this Agreement, the Hedging Agreements, the Credit Facility Documents, the Pari Passu Documents, the Security Documents, the Subordinated Documents, any agreement evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Company.

"**Debtor**" means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 20 (*Changes to the Parties*).

"**Debtor Accession Date**" has the meaning given to that term in paragraph (a) of Clause 20.14 (*New Debtor*).

"**Debtor Accession Deed**" means:

(a) a deed substantially in the form set out in Schedule 1 (*Form of Debtor Accession Deed*); or

(b) (only in the case of a member of the Group which is acceding as a borrower, issuer or guarantor under any Primary Document) an accession document in the form required by the relevant Primary Document (**provided that** it contains an accession to this Agreement which is substantially in the form set out in Schedule 1 (*Form of Debtor Accession Deed*)).

"**Debtor Resignation Request**" means a notice substantially in the form set out in Schedule 3 (*Form of Debtor Resignation Request*).

"**Debtors' Intra-Group Receivables**" means, in relation to a member of the Group, any liabilities and obligations owed to any Debtor (whether actual or contingent and whether incurred solely or jointly) by that member of the Group.

"**Default**" means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Debt Documents or any combination of any of the foregoing) be an Event of Default **provided that** any such event or circumstance which requires the satisfaction of a condition as to materiality before it becomes an Event of Default shall not be a Default unless that condition is satisfied.

"**Defaulting Lender**" means:

(a) on or prior to the Revolving Lender Discharge Date, a Revolving Lender which is a "Defaulting Lender" under, and as defined in, the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, a Credit Facility Lender which is a "Defaulting Lender" (or any equivalent term) under, and as defined in, the relevant Credit Facility Documents; and

(c) at any time, a Pari Passu Lender which is a "Defaulting Lender" (or any equivalent term) under and as defined in the relevant Pari Passu Facility Agreement.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Direct Subsidiary Receivables Assignment**" means any receivables assignment granted over the Loan Receivables from time to time (other than any Loan Receivables owed to the Company by Opodo Limited) granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) of the Initial Revolving Facility Agreement (or any substitute or additional receivables assignment over such direct Subsidiary granted in favour of the Security Agent).

"**Direct Subsidiary Share Charge**" means any share charge over the entire issued share capital of the direct Subsidiary of the Company from time to time (other than Opodo Limited) granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered to the Agent pursuant to Clause 27.16 (*Conditions Subsequent*) of the Initial Revolving Facility Agreement (or any substitute or additional share charge over such direct Subsidiary granted in favour of the Security Agent).

"**Discharge Date**" means the Pari Passu Discharge Date or the Super Senior Discharge Date, as applicable.

"**Distress Event**" means any of:

(a) an Acceleration Event; or

(b) the enforcement of any Transaction Security.

"**Distressed Disposal**" means a disposal of any Charged Property which is:

(a) being effected at the request of the Instructing Group in circumstances where the Transaction Security has become enforceable;

(b) being effected by enforcement of the Transaction Security; or

(c) being effected, after the occurrence of a Distress Event, by a Debtor to a person or persons which is, or are, not a member, or members, of the Group.

"**Effective Date**" has the meaning given to such term in the Amendment Agreement.

"**Enforcement**" means the enforcement or disposal of any Transaction Security, the requesting of a Distressed Disposal and/or the release or disposal of claims and/or Transaction Security on a Distressed Disposal under Clause 14 (*Distressed Disposals*), the giving of instructions as to actions with respect to the Transaction Security and/or the Charged Property following an Insolvency Event under Clause 9.7 (*Security Agent instructions*) and the taking of any other actions consequential on (or necessary to effect) any of those actions (but excluding the delivery of an Initial Enforcement Notice).

"**Enforcement Action**" means:

(a) in relation to any Liabilities:

(i) the acceleration of any Liabilities or the making of any declaration that any Liabilities are prematurely due and payable (other than as a result of it

becoming unlawful for a Primary Creditor to perform its obligations under, or of any voluntary or mandatory prepayment or redemption arising under, the Debt Documents);

(ii) the making of any declaration that any Liabilities are payable on demand (except in respect of any Intra-Group Liabilities, other than when a Distress Event has occurred);

(iii) the making of a demand in relation to any Liabilities that are payable on demand (other than a demand made by an Intra-Group Lender in relation to any Intra-Group Liabilities, other than when a Distress Event has occurred);

(iv) the making of any demand against any member of the Group in relation to any Guarantee Liabilities of that member of the Group (except in respect of any Intra-Group Liabilities, other than when a Distress Event has occurred);

(v) the exercise of any right to require any member of the Group to acquire any Liabilities (including exercising any put or call option against any member of the Group for the redemption or purchase of any Liabilities (it being understood that open market purchases, debt buybacks, voluntary prepayments, tender or exchange offers, asset sale offers or change of control offers or equivalent arrangements by any member of the Group of any Liabilities not prohibited under the Primary Documents shall not constitute the exercise of a right to require any such member of the Group to acquire any Liabilities));

(vi) the exercise of any right of set-off, account combination or payment netting against any member of the Group in respect of any Liabilities other than the exercise of any such right:

(A) as Close-Out Netting by a Hedge Counterparty or by a Hedging Ancillary Lender;

(B) as Payment Netting by a Hedge Counterparty or by a Hedging Ancillary Lender;

(C) as Inter-Hedging Agreement Netting by a Hedge Counterparty;

(D) as Inter-Hedging Ancillary Document Netting by a Hedging Ancillary Lender;

(E) in respect of Intra-Group Liabilities prior to the occurrence of a Distress Event; or

(F) in respect of any other Liabilities if otherwise not prohibited under the Primary Documents to the extent that the exercise of that right gives effect to a Permitted Payment; or

(vii) the suing for, commencing or joining of any legal or arbitration proceedings against any member of the Group to recover any Liabilities;

(b) the premature termination or close-out of any hedging transaction under any Hedging Agreement;

(c) the taking of any steps to enforce or require the enforcement of any Transaction Security;

(d) the entering into of any composition, compromise, assignment or similar arrangement with any member of the Group which owes any Liabilities, or has given any Security, guarantee or indemnity or other assurance against loss in respect of the Liabilities other than:

(i) any action permitted under Clause 20 (*Changes to the Parties*);

(ii) any consensual amendment to, or waiver of, any Debt Document agreed between any member of the Group and the requisite Creditors under the relevant Debt Document where that amendment or waiver does not constitute a Default under any Primary Document which is not the subject of that amendment or waiver; or

(iii) any such action constituting a Liabilities Acquisition in respect of Intra-Group Liabilities which is permitted under Clause 7.4 (*Acquisition of Intra-Group Liabilities*),

and **provided that** open market purchases, debt buybacks, voluntary prepayments, tender or exchange offers or equivalent arrangements by any member of the Group of any Liabilities not prohibited under the Primary Documents shall not constitute the entering into of any composition, compromise, assignment or similar arrangement;

(e) the petitioning, applying or voting for, or the taking of any formal steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of any member of the Group which owes any Liabilities, or has given any Security, guarantee, indemnity or other assurance against loss in respect of any of the Liabilities, or any of such member of the Group's assets or any suspension of payments or moratorium of any indebtedness of any such member of the Group, or any analogous procedure or step in any jurisdiction, except in any such case any solvent liquidation, winding up, dissolution or reorganisation of any member of the Group to the extent not constituting a Default under the Primary Documents,

except that the following shall not constitute Enforcement Action:

(i) the taking of any action falling within paragraph (a)(ii), (iii), (iv) or (vii) or paragraph (d) above which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of claims in respect of Liabilities, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent any loss of the right to bring, support or join proceedings by reason of applicable limitation periods;

(ii) any Primary Creditor bringing legal proceedings against any person solely for the purpose of:

(A) obtaining injunctive relief (or any analogous remedy outside England and Wales) to restrain any actual or putative breach of any Debt Document to which it is party;

(B) obtaining specific performance (other than specific performance of an obligation to make a payment) with no claim for damages; or

(C) requesting judicial interpretation of any provision of any Debt Document to which it is party with no claim for damages;

(iii) any Intra-Group Liabilities of a member of the Group being released or discharged in consideration for the issue of shares in that member of the Group prior to a Distress Event;

(iv) bringing legal proceedings against any person in connection with any fraud, securities violation or securities or listing regulations;

(v) allegations of material misstatements or omissions made in connection with the offering materials relating to any Pari Passu Notes or in reports furnished to the Pari Passu Noteholders or any exchange on which the Pari Passu Notes are listed by a member of the Group pursuant to the information and reporting requirements under the Pari Passu Documents; or

(vi) to the extent entitled by law, the taking of action against any creditor (or any agent, trustee or receiver acting on behalf of such creditor) to challenge the basis on which any sale or disposal is to take place pursuant to powers granted to such persons under any security documentation.

"**Enforcement Instructions**" means instructions as to Enforcement (including the manner and timing of Enforcement) given by the Majority Super Senior Creditors or the Majority Pari Passu Creditors to the Security Agent **provided that** instructions not to undertake Enforcement or an absence of instructions as to Enforcement shall not constitute "Enforcement Instructions".

"**Enforcement Objective**" has the meaning given to that term in Schedule 4 (*Enforcement Principles*).

"**Enforcement Principles**" means the principles set out in Schedule 4 (*Enforcement Principles*).

"**Enforcement Proceeds**" means any amount paid to or otherwise realised by a Secured Party under or in connection with any Enforcement and, following the occurrence of a Distress Event, any other proceeds of, or arising from, any of the Charged Property.

"**Equivalent Provision**" means:

(a) with respect to a Credit Facility Agreement, in relation to a provision or term of the Initial Revolving Facility Agreement, any equivalent provision or term in the Credit Facility Agreement which is similar in meaning and effect;

(b) with respect to a Pari Passu Facility Agreement, in relation to a provision or term of the Initial Revolving Facility Agreement, any equivalent provision or term in the Pari Passu Facility Agreement which is similar in meaning and effect; and

(c) with respect to a Pari Passu Note Indenture, in relation to a provision or term of the Senior Secured Note Indenture, any equivalent provision or term in the Pari Passu Note Indenture which is similar in meaning and effect.

"**Event of Default**" means any event or circumstance specified as such in a Credit Facility Agreement, a Pari Passu Note Indenture or a Pari Passu Facility Agreement.

"**Excluded Swap Obligation**" means, with respect to any Debtor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Debtor of, or the grant by such Debtor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Debtor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Debtor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"**Exposure**" has the meaning given to that term in Clause 17.1 (*Equalisation Definitions*).

"**Fairness Opinion**" has the meaning given to that term in Schedule 4 (*Enforcement Principles*).

"**Final Discharge Date**" means the later to occur of the Super Senior Discharge Date and the Pari Passu Discharge Date.

"**Financial Adviser**" has the meaning given to that term in Schedule 4 (*Enforcement Principles*).

"**Financial Indebtedness**" has the meaning given to the term "Financial Indebtedness" in the Initial Revolving Facility Agreement **provided that**, after the Revolving Lender Discharge Date, if any other Credit Facility Agreement includes an Equivalent Provision, such Equivalent Provision shall apply.

"**French Debtor**" means any Debtor that is incorporated under the laws of France.

"**Gross Outstandings**" means, in relation to a Multi-account Overdraft, the aggregate gross debit balance of overdrafts comprised in that Multi-account Overdraft.

"**Group**" means the Company and each of its Restricted Subsidiaries for the time being.

"**Guarantee Liabilities**" means, in relation to a member of the Group, the liabilities and obligations under the Debt Documents (present or future, actual or contingent and whether incurred solely or jointly) it may have to a Creditor (other than to an Arranger or a Creditor Representative) or Debtor as or as a result of its being a guarantor or surety (including, without limitation, liabilities and obligations arising by way of guarantee, indemnity, contribution or subrogation and in particular any guarantee or indemnity arising under or in respect of the Credit Facility Documents and the Pari Passu Documents).

"**Hedge Counterparty**" means any entity which becomes a Party as a Hedge Counterparty pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*),

"**Hedge Transfer**" means a transfer to some or all of the Pari Passu Noteholders and the Pari Passu Lenders (or to their nominee or nominees) of (subject to paragraph (b) of Clause 6.2 (*Hedge Transfer: Pari Passu Debt Creditors*)), each Hedging Agreement (to the extent it relates to the Super Senior Hedging Liabilities) together with:

(a) all the rights in respect of the Super Senior Hedging Liabilities owed by the Debtors to each Super Senior Hedge Counterparty; and

(b) all the Super Senior Hedge Counterparty Obligations owed by each Super Senior Hedge Counterparty to the Debtors,

in accordance with Clause 20.5 (*Change of Hedge Counterparty*).

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Debtor and a Hedge Counterparty for the purpose of hedging interest rate, exchange rate or commodity price risk and which is not prohibited under the terms of the Credit Facility Documents and the Pari Passu Documents (in their form as at the date of execution of the relevant Hedging Agreement) to share in the Transaction Security.

"**Hedging Ancillary Document**" means an Ancillary Document which relates to or evidences the terms of a Hedging Ancillary Facility.

"**Hedging Ancillary Facility**" means an Ancillary Facility which is made available by way of a hedging facility.

"**Hedging Ancillary Lender**" means an Ancillary Lender to the extent that that Ancillary Lender makes available a Hedging Ancillary Facility.

"**Hedging Force Majeure**" means:

(a) in relation to a Hedging Agreement which is based on the 1992 ISDA Master Agreement:

(i) an Illegality or Tax Event or Tax Event Upon Merger (each as defined in the 1992 ISDA Master Agreement); or

(ii) an event similar in meaning and effect to a "Force Majeure Event" (as referred to in paragraph (b) below);

(b) in relation to a Hedging Agreement which is based on the 2002 ISDA Master Agreement, an Illegality or Tax Event, Tax Event Upon Merger or a Force Majeure Event (each as defined in the 2002 ISDA Master Agreement); or

(c) in relation to a Hedging Agreement which is not based on an ISDA Master Agreement, any event similar in meaning and effect to an event described in paragraphs (a) or (b) above.

"**Hedging Liabilities**" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements.

"**Hedging Purchase Amount**" means:

(a) in respect of a hedging transaction under a Hedging Agreement (to the extent it relates to the Super Senior Hedging Liabilities) that has, as of the relevant time, not been terminated or closed out, the amount that would be payable to (expressed as a positive number) or by (expressed as a negative number) the relevant Super Senior Hedge Counterparty on the relevant date if:

(i) in the case of a Hedging Agreement which is based on an ISDA Master Agreement:

(A) that date was an Early Termination Date (as defined in the relevant ISDA Master Agreement); and

(B) the relevant Debtor was the Defaulting Party (under and as defined in the relevant ISDA Master Agreement); or

(ii) in the case of a Hedging Agreement which is not based on an ISDA Master Agreement:

(A) that date was the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement; and

(B) the relevant Debtor was in a position which is similar in meaning and effect to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

in each case as certified by the relevant Super Senior Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement; and

(b) in respect of a hedging transaction that has, as of the relevant time, been terminated or closed out in accordance with the terms of this Agreement, the amount that is payable to (expressed as a positive number) or by (expressed as a negative number) the relevant Super Senior Hedge Counterparty under any Hedging Agreement (to the extent it relates to the Super Senior Hedging Liabilities) in respect of that termination or close-out to the extent that amount is unpaid.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Initial Enforcement Notice**" has the meaning given to that term in Clause 12.2 (*Instructions to enforce*).

"**Initial Revolving Facility**" means each "Facility" under and as defined in the Initial Revolving Facility Agreement (including, for the avoidance of doubt, any "Accordion Guarantee Facility" established under and as defined in the Initial Revolving Facility Agreement).

"**Initial Revolving Facility Agreement**" means the super senior revolving credit and guarantee facilities agreement made between, among others, the Company, the Revolving Agent and the Revolving Lenders originally dated 4 October 2016 and amended and restated pursuant to the amendment agreement dated 18 September 2018 and as further amended and restated on or around the Effective Date.

"**Initial Revolving Facility Liabilities**" means the Liabilities owed by the Debtors to the Credit Facility Creditors under the Initial Revolving Finance Documents.

"**Initial Revolving Finance Documents**" means the "Finance Documents" under and as defined in the Initial Revolving Facility Agreement.

"**Insolvency Event**" means, in relation to any member of the Group:

(a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation, bankruptcy (Sw. *konkurs*), liquidation (Sw. *likvidation*) or company

reorganisation (Sw. *företagsrekonstruktion*) of that member of the Group, a moratorium is declared in relation to any indebtedness of that member of the Group or an administrator is appointed to that member of the Group;

(b) any composition, compromise, assignment or arrangement is made with any of its creditors;

(c) the appointment of any liquidator, receiver, administrative receiver, administrator, compulsory administrator, provisional liquidator, receiver and manager, controller (in the case of appointments under Australian law, as defined in the Australian Corporations Act) or other similar officer in respect of that member of the Group or any of its assets; or

(d) any analogous procedure or step is taken in any jurisdiction,

in each case, other than any solvent liquidation, winding up, dissolution or reorganisation (or analogous procedure or step) of any member of the Group which does not constitute an Event of Default.

"**Instructing Group**" means:

(a) subject to paragraph (b) below, the Majority Super Senior Creditors and the Majority Pari Passu Creditors; and

(b) in relation to instructions as to Enforcement, the group of Primary Creditors entitled to give instructions as to Enforcement under Clause 12.2 (*Instructions to enforce*).

"**Intercreditor Amendment**" means any amendment or waiver which is subject to Clause 26 (*Consents, Amendments and Override*).

"**Inter-Hedging Agreement Netting**" means the exercise of any right of set-off, account combination, close-out netting or payment netting (whether arising out of a cross agreement netting agreement or otherwise) by a Hedge Counterparty against liabilities owed to a Debtor by that Hedge Counterparty under a Hedging Agreement in respect of Hedging Liabilities owed to that Hedge Counterparty by that Debtor under another Hedging Agreement.

"**Inter-Hedging Ancillary Document Netting**" means the exercise of any right of set-off, account combination, close-out netting or payment netting (whether arising out of a cross agreement netting agreement or otherwise) by a Hedging Ancillary Lender against liabilities owed to a Debtor by that Hedging Ancillary Lender under a Hedging Ancillary Document in respect of Credit Facility Liabilities owed to that Hedging Ancillary Lender by that Debtor under another Hedging Ancillary Document.

"**Intra-Group Lender Accession Date**" has the meaning given to that term in paragraph (a) of Clause 20.9 (*New Intra-Group Lender*).

"**Intra-Group Lenders**" means each Original Intra-Group Lender and any other member of the Group which becomes a Party as an Intra-Group Lender in accordance with the terms of Clause 20 (*Changes to the Parties*).

"**Intra-Group Liabilities**" means the Liabilities owed by any Debtor to any of the Intra-Group Lenders.

"**ISDA Master Agreement**" means a 1992 ISDA Master Agreement or a 2002 ISDA Master Agreement.

"**Issuing Bank**" means:

(a) on or prior to the Revolving Lender Discharge Date, each "Issuing Bank" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, each "Issuing Bank" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of any stamp duty may be void and defences of set-off or counterclaim;

(c) the principle that default interest may be held to be unenforceable on the grounds that it is a penalty;

(d) similar principles, rights and defences under the laws of any other relevant jurisdiction; and

(e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered to any Primary Creditor.

"**Letter of Credit**" means:

(a) on or prior to the Revolving Lender Discharge Date, any "Letter of Credit" under and as defined in the Initial Revolving Facility Agreement; and

(b) after the Revolving Lender Discharge Date, any "Letter of Credit" (or any equivalent term) under and as defined in the relevant Credit Facility Agreement.

"**Liabilities**" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

(a) any refinancing, novation, deferral or extension;

(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;

(c) any claim for damages or restitution; and

(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other

proceedings provided that the foregoing shall not include any Excluded Swap Obligation of a Debtor that is not a Qualified ECP Guarantor.

"**Liabilities Acquisition**" means, in relation to a person and to any Liabilities, a transaction where that person:

(a) purchases by way of assignment or transfer;

(b) enters into any sub-participation in respect of; or

(c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

the rights in respect of those Liabilities.

"**Liabilities Sale**" means a Debt Disposal pursuant to paragraph (e) of Clause 14.1 (*Facilitation of Distressed Disposals*).

"**Loan Receivable**" means any rights in respect of any Financial Indebtedness arising under any downstream intercompany loan made by the Company to any Subsidiary of the Company (but, for the avoidance of doubt, excluding any Financial Indebtedness arising under (i) any upstream intercompany loan made by a Subsidiary of the Company to the Company and (ii) any upstream, downstream or crossstream intercompany loans between any Subsidiaries of the Company).

"**Loan Receivable Debtors**" has the meaning given to that term in Clause 7.10 (*Notice of Transaction Security under the Receivables Assignment*).

"**Majority Pari Passu Creditors**" means, at any time, those Pari Passu Lenders, Pari Passu Noteholders and Pari Passu Hedge Counterparties whose Pari Passu Credit Participations at that time aggregate more than 50 per cent. of the total Pari Passu Credit Participations at that time.

"**Majority Super Senior Creditors**" means, at any time, those Super Senior Creditors whose Super Senior Credit Participations at that time aggregate more than 66.67 per cent. of the total Super Senior Credit Participations at that time.

"**Multi-account Overdraft**" means an Ancillary Facility which is an overdraft facility comprising more than one account.

"**Multi-account Overdraft Liabilities**" means the Liabilities arising under any Multi-account Overdraft.

"**Net Outstandings**" means, in relation to a Multi-account Overdraft, the aggregate debit balance of overdrafts comprised in that Multi-account Overdraft, net of any credit balances on any account comprised in that Multi-account Overdraft, to the extent that the credit balances are freely available to be set-off by the relevant Ancillary Lender against Liabilities owed to it by the relevant Debtor under that Multi-account Overdraft.

"**New Credit Facility Liabilities**" has the meaning given to that term in paragraph (c) of Clause 3.6 (*Additional Credit Facility Liabilities*).

"**New Pari Passu Liabilities**" has the meaning given to that term in paragraph (d) of Clause 4.3 (*Additional Pari Passu Liabilities*).

"**Non-Credit Related Close-Out**" means a Permitted Hedge Close-Out described in any of paragraphs (a)(i) or (a)(ii) of Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*).

"**Non-Distressed Disposal**" has the meaning given to that term in Clause 13 (*Non-Distressed Disposals*).

"**Opodo Limited**" means Opodo Limited, a company incorporated in England and Wales with Company Number 04051797.

"**Other Liabilities**" means, in relation to a member of the Group, any trading and other liabilities and obligations (not being Borrowing Liabilities or Guarantee Liabilities) it may have to a Subordinated Creditor, Intra-Group Lender or Debtor provided that the foregoing shall not include any Excluded Swap Obligation of a Debtor that is not a Qualified ECP Guarantor.

"**Pari Passu Acceleration Event**" means:

(a) a Senior Secured Note Trustee (or the requisite Senior Secured Noteholders under the Senior Secured Note Indenture) exercising any of its or their rights to accelerate amounts outstanding under the Senior Secured Notes under section 6.02 of the Senior Secured Note Indenture or any acceleration provisions being automatically invoked under section 6.02 of the Senior Secured Note Indenture;

(b) the Creditor Representative of any other Pari Passu Noteholder(s) (or the requisite Pari Passu Noteholders under any other Pari Passu Note Indenture) exercising any of its or their rights to accelerate amounts outstanding under the relevant Pari Passu Notes under any provisions of the relevant Pari Passu Note Indenture which are similar in meaning and effect to section 6.02 of the Senior Secured Note Indenture or any acceleration provisions being automatically invoked under any provisions of the relevant Pari Passu Note Indenture which are similar in meaning and effect to section 6.02 of the Senior Secured Note Indenture; or

(c) the Creditor Representative in relation to any Pari Passu Facility exercising any of its rights under any provisions of the relevant Pari Passu Facility Agreement which are similar in meaning and effect to paragraphs (a)(ii), (a)(iv) or (a)(vi) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement or, having placed any amount on demand pursuant any provisions of the relevant Pari Passu Facility Agreement which are similar in meaning and effect to paragraphs (a)(iii), (a)(v) or (a)(vii) of clause 28.10 (*Acceleration and/or Other Remedies*) of the Initial Revolving Facility Agreement, demand is made under any of those provisions.

"**Pari Passu Arranger**" means any arranger of a credit facility which creates or evidences any Pari Passu Debt Liabilities which becomes a Party pursuant to Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*) (except where it would not be conventional for such arranger to become a Party and its Creditor Representative has become a Party on its behalf).

"**Pari Passu Credit Participation**" means:

(a) in relation to a Pari Passu Hedge Counterparty, its aggregate Pari Passu Hedge Credit Participation; and

(b) in relation to a Pari Passu Noteholder or a Pari Passu Lender, the aggregate of:

(i) its aggregate Pari Passu Facility Commitments, if any;

(ii) the aggregate outstanding principal amount of the Senior Secured Notes held by it, if any; and

(iii) to the extent not falling within paragraphs (a), (b)(i) or (b)(ii) above, the aggregate outstanding principal amount of any Pari Passu Debt Liabilities in respect of which it is the creditor, if any.

"**Pari Passu Creditors**" means the Pari Passu Debt Creditors and the Pari Passu Hedge Counterparties.

"**Pari Passu Debt Creditors**" means:

(a) each Senior Secured Note Creditor; and

(b) each other Creditor Representative in relation to any Pari Passu Debt Liabilities, each Pari Passu Arranger, each other Pari Passu Noteholder and each Pari Passu Lender.

"**Pari Passu Debt Discharge Date**" means the first date on which all Pari Passu Debt Liabilities have been fully and finally discharged in accordance with the terms of the relevant Pari Passu Debt Documents, whether or not as the result of an enforcement, and the Pari Passu Debt Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Pari Passu Debt Documents.

"**Pari Passu Debt Documents**" means:

(a) each Senior Secured Note Document;

(b) each Pari Passu Facility Agreement;

(c) each Pari Passu Indenture;

(d) the Pari Passu Notes; and

(e) each other document or instrument entered into between any member of the Group and a Pari Passu Debt Creditor setting out the terms of any credit facility, notes, indenture or debt security which creates or evidences any Pari Passu Debt Liabilities.

"**Pari Passu Debt Liabilities**" means the Liabilities owed by the Debtors to the Pari Passu Debt Creditors under or in connection with the Pari Passu Debt Documents.

"**Pari Passu Discharge Date**" means the first date on which all Pari Passu Liabilities have been fully and finally discharged in accordance with the terms of the relevant Pari Passu Debt Documents and Hedging Agreements (to the extent of any Pari Passu Hedging Liabilities), whether or not as the result of an enforcement, and the Pari Passu Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents.

"**Pari Passu Facility**" means any loan, credit or debt facility made available to any member of the Group **provided that** the provisions of Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*) have been complied with.

"**Pari Passu Facility Agreement**" means a facility agreement setting out the terms of any credit facility which creates or evidences any Pari Passu Debt Liabilities.

"**Pari Passu Facility Commitment**" means any "Commitment" (or any equivalent term) under and as defined in a Pari Passu Facility Agreement.

"**Pari Passu Facility Creditor**" means each Creditor Representative in relation to a Pari Passu Facility, each Pari Passu Arranger in relation to a Pari Passu Facility and each Pari Passu Lender.

"**Pari Passu Hedge Counterparty**" means each Hedge Counterparty to the extent it is owed Pari Passu Hedging Liabilities.

"**Pari Passu Hedge Credit Participation**" means, in relation to a Pari Passu Hedge Counterparty, the aggregate of:

(a) in respect of any hedging transaction of that Pari Passu Hedge Counterparty under any Hedging Agreement has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of this Agreement, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Pari Passu Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement) and to the extent it is a Pari Passu Hedging Liability; and

(b) after the Pari Passu Debt Discharge Date only, in respect of any hedging transaction of that Pari Passu Hedge Counterparty under any Hedging Agreement to the extent it constitutes a Pari Passu Hedging Liability that has, as of the date the calculation is made, not been terminated or closed out:

(i) if the relevant Hedging Agreement is based on an ISDA Master Agreement the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or

(ii) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

that amount, in each case, to be certified by the relevant Pari Passu Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"**Pari Passu Hedging Liabilities**" means the Hedging Liabilities to the extent they are not Super Senior Hedging Liabilities.

"**Pari Passu Lender**" means each "Lender" under and as defined in the relevant Pari Passu Facility Agreement.

"**Pari Passu Liabilities**" means the Pari Passu Debt Liabilities and the Pari Passu Hedging Liabilities.

"**Pari Passu Note Indenture**" means the Senior Secured Note Indenture and any other note indenture setting out the terms of any debt security which creates or evidences any Pari Passu Debt Liabilities.

"**Pari Passu Note Liabilities**" means the Liabilities owed by the Debtors to the Pari Passu Note Trustee (other than any Senior Secured Note Trustee) on behalf of the Pari Passu Noteholders (other than the Senior Secured Noteholders) in respect of which it is the Creditor Representative and the Pari Passu Noteholders (other than the Senior Secured Noteholders) under or in connection with the Pari Passu Debt Documents.

"**Pari Passu Note Trustee**" means:

(a) any Senior Secured Note Trustee; and

(b) any other note trustee in respect of Pari Passu Notes which has acceded to this Agreement as a Creditor Representative pursuant to Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*).

"**Pari Passu Noteholder**" means a Senior Secured Noteholder and any other holder from time to time of any Pari Passu Notes.

"**Pari Passu Notes**" means:

(a) the Senior Secured Notes; and

(b) any other senior secured notes, bonds or debt securities issued or to be issued by any member of the Group **provided that** the provisions of Clause 20.11 (*Accession of Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*) have been complied with.

"**Party**" means a party to this Agreement.

"**Payment**" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"**Payment Netting**" means:

(a) in respect of a Hedging Agreement or a Hedging Ancillary Document based on an ISDA Master Agreement, netting under section 2(c) of the relevant ISDA Master Agreement; and

(b) in respect of a Hedging Agreement or a Hedging Ancillary Document not based on an ISDA Master Agreement, netting pursuant to any provision of that Hedging Agreement or a Hedging Ancillary Document which has a similar effect to the provision referenced in paragraph (a) above.

"**Permitted Credit Facility Payments**" means the Payments permitted by Clause 3.1 (*Payment of Credit Facility Liabilities*).

"**Permitted Hedge Close-Out**" means, in relation to a hedging transaction under a Hedging Agreement, a termination or close-out of that hedging transaction which is permitted pursuant to Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*).

"**Permitted Hedge Payments**" means the Payments permitted by Clause 5.3 (*Permitted Payments: Hedging Liabilities*).

"**Permitted Intra-Group Payments**" means the Payments permitted by Clause 7.2 (*Permitted Payments: Intra-Group Liabilities*).

"**Permitted Pari Passu Payments**" means the Payments permitted by Clause 4.1 (*Payment of Pari Passu Liabilities*).

"**Permitted Payment**" means a Permitted Hedge Payment, a Permitted Intra-Group Payment, a Permitted Pari Passu Debt Payment, a Permitted Credit Facility Payment or a Permitted Subordinated Creditor Payment.

"**Permitted Subordinated Creditor Payments**" means the Payments permitted by Clause 8.2 (*Permitted Payments: Subordinated Liabilities*).

"**Permitted Transaction**" means any "Permitted Transaction" under and as defined in the Initial Revolving Facility Agreement.

"**Primary Creditors**" means the Super Senior Creditors and the Pari Passu Creditors.

"**Primary Documents**" means the Credit Facility Documents and the Pari Passu Debt Documents.

"**Property**" of a member of the Group means:

(a) any asset of that member of the Group;

(b) any Subsidiary of that member of the Group; and

(c) any asset of any such Subsidiary.

"**Purchasing Secured Creditors**" has the meaning given to that term in paragraph (a) of Clause 6.1 (*Option to purchase: Pari Passu Creditors*).

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each Debtor that has total assets exceeding $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Qualifying Intra-Group Loan**" has the meaning given to that term in paragraph (a) of Clause 20.9 (*New Intra-Group Lender*).

"**Receivables Assignment**" means an English law governed security assignment pursuant to which the Company grants security over Loan Receivables in favour of the Security Agent for the benefit of the Secured Parties which is delivered pursuant to clause 27.16 (*Conditions Subsequent*) of the Initial Revolving Facility Agreement (or any substitute or additional receivables assignment over any Loan Receivables granted in favour of the Security Agent).

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Recoveries**" has the meaning given to that term in Clause 16.1 (*Order of Application*).

"**Release**" has the meaning given to that term in paragraph (a)(i) of Clause 18.24 (*Release and re-grant of Transaction Security*).

"**Relevant Ancillary Lender**" means, in respect of any Credit Facility Cash Cover, the Ancillary Lender (if any) for which that Credit Facility Cash Cover is provided.

"**Relevant Issuing Bank**" means, in respect of any Credit Facility Cash Cover, the Issuing Bank (if any) for which that Credit Facility Cash Cover is provided.

"**Relevant Liabilities**" means:

(a) in the case of a Creditor:

(i) the Liabilities owed to Creditors ranking (in accordance with the terms of this Agreement) *pari passu* with or in priority to that Creditor (as the case may be); and

(ii) all present and future liabilities and obligations, actual and contingent, of the Debtors to the Security Agent; and

(b) in the case of a Debtor, the Liabilities owed to the Creditors together with all present and future liabilities and obligations, actual and contingent, of the Debtors to the Security Agent.

"**Relevant Transaction**" has the meaning given to that term in paragraph (a) of Clause 18.24 (*Release and re-grant of Transaction Security*).

"**Required Super Senior Creditors**" means, at any time, those Super Senior Creditors whose Super Senior Credit Participations at that time aggregate more than 66.67 per cent. of the total Super Senior Credit Participations at that time, after application of clause 41.8 (*Excluded Commitments*) and clause 41.10 (*Disenfranchisement of Defaulting Lenders*) of the Initial Revolving Facility Agreement or any Equivalent Provisions of any other Credit Facility Agreement.

"**Required Pari Passu Creditors**" means:

(a) each Creditor Representative acting on behalf of the requisite Pari Passu Lenders or Pari Passu Noteholders in accordance with the terms of the relevant Pari Passu Documents (and, for the avoidance of doubt, in respect of any Pari Passu Lenders, after application of any provisions of the relevant Pari Passu Facility Agreement which are similar in meaning and effect to clause 41.8 (*Excluded Commitments*) and clause 41.10 (*Disenfranchisement of Defaulting Lenders*) of the Initial Revolving Facility Agreement); and

(b) at any time, those Pari Passu Hedge Counterparties whose Pari Passu Hedge Credit Participations at that time aggregate more than 50 per cent. of the total Pari Passu Hedge Credit Participations at that time.

"**Restricted Subsidiary**" means a Subsidiary of the Company other than an Unrestricted Subsidiary.

"**Revolving Agent**" means the "**Agent**" under and as defined in the Initial Revolving Facility Agreement.

"**Revolving Arranger**" means the "**Arranger**" under and as defined in the Initial Revolving Facility Agreement.

"**Revolving Lender Discharge Date**" means the first date on which all Initial Revolving Facility Liabilities have been fully and finally discharged in accordance with the terms of the Initial Revolving Finance Documents, whether or not as the result of an enforcement, and the Revolving Lenders are under no further obligation to provide financial accommodation to any of the Debtors under the Initial Revolving Finance Documents.

"**Revolving Lenders**" means each Lender (as defined in the Initial Revolving Facility Agreement), Issuing Bank and Ancillary Lender.

"**Secured Obligations**" means all the Liabilities at any time due, owing or incurred by any member of the Group to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity provided that the foregoing shall not include any Excluded Swap Obligation of a Debtor that is not a Qualified ECP Guarantor.

"**Secured Parties**" means the Security Agent, any Receiver or Delegate and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it (or, in the case of a Pari Passu Noteholder or any other Primary Creditor where it would not be conventional for such Primary Creditor to become a Party, its Creditor Representative on its behalf) is a Party or has acceded to this Agreement in the appropriate capacity pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent's Spot Rate of Exchange**" means, in respect of the conversion of one currency (the "**First Currency**") into another currency (the "**Second Currency**"):

(a) the Security Agent's spot rate of exchange; or

(b) (if the Security Agent does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by the Security Agent (acting reasonably),

for the purchase of the Second Currency with the First Currency in the London foreign exchange market at or about 11:00 am (London time) on a particular day, which shall, in either case, be notified by the Security Agent in accordance with paragraph (e) of Clause 18.3 (*Duties of the Security Agent*).

"**Security Documents**" means:

(a) each of the Transaction Security Documents;

(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and

(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above.

"**Security Property**" means:

(a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;

(b) all obligations expressed to be undertaken by a Debtor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Debtor in favour of the Security Agent as trustee for the Secured Parties;

(c) the Security Agent's interest in any trust fund created pursuant to Clause 10 (*Turnover of Receipts*); and

(d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Debt Documents to hold as trustee on trust for the Secured Parties.

"**Senior Note Guarantees**" means the "Note Guarantees" as defined in the Senior Secured Note Indenture.

"**Senior Secured Note Agreed Guarantee and Security Principles**" means the agreed guarantee and security principles set out in section 4.11(c) of the Senior Secured Note Indenture.

"**Senior Secured Note Creditors**" means the Senior Secured Noteholders and any Senior Secured Note Trustee.

"**Senior Secured Note Discharge Date**" means the first date on which all Senior Secured Note Liabilities have been fully and finally discharged in accordance with the terms of the Senior Secured Note Documents whether or not as the result of an enforcement, and the Senior Secured Noteholders are under no further obligation to provide financial accommodation to any of the Debtors under the Senior Secured Note Documents.

"**Senior Secured Note Documents**" mean the Senior Secured Note Indenture, the Senior Secured Notes, the Security Documents, the Senior Note Guarantees (whether contained in the Senior Secured Note Indenture, as a notation of guarantee attached to any Senior Secured Notes or otherwise) and this Agreement.

"**Senior Secured Note Indenture**" means the indenture governing the Senior Secured Notes due 2027 dated on or around the Effective Date and made between, among others, Deutsche Trustee Company Limited as a Senior Secured Note Trustee, the Security Agent and the Company.

"**Senior Secured Note Liabilities**" means the Liabilities owed by the Debtors to the Senior Secured Noteholders under or in connection with the Senior Secured Notes and/or the other Senior Secured Note Documents.

"**Senior Secured Note Trustee**" means any note trustee in respect of any Senior Secured Notes which has become a Party to this Agreement in such capacity pursuant to the Amendment Agreement or Clause 20.11 (*Accession of the Pari Passu Creditors under new Pari Passu Notes or Pari Passu Facilities*).

"**Senior Secured Noteholders**" means the holders from time to time of the Senior Secured Notes.

"**Senior Secured Notes**" means:

(a) the Senior Secured Notes due 2027 issued or to be issued by the Company pursuant to the Senior Secured Note Indenture on or around the Effective Date (the "**2027 Notes**"); and

(b) any other senior secured notes issued by the Company pursuant to the Senior Secured Note Indenture provided that the issuance of those notes will not breach the terms of any of the existing Primary Documents.

"**Share Charge**" means an English law governed share charge over the entire issued share capital of Opodo Limited granted by the Company in favour of the Security Agent for the benefit of the Secured Parties and delivered pursuant to clause 27.16 (*Conditions Subsequent*) of the Initial Revolving Facility Agreement (or any substitute or additional share charge over Opodo Limited granted in favour of the Security Agent).

"**Significant Shareholders**" means each of Ardian and Permira, each of its Affiliates, any trust of which it or any of its Affiliates is a trustee, any partnership of which it or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under its control or the control of any of its Affiliates, **provided that**, any such trust, fund or other entity which has been established for at least 6 months solely for the purpose of making, purchasing or investing in loans or debt securities and which is managed or controlled independently from all other trusts, funds or other entities managed or controlled by Ardian or Permira or any of their Affiliates which have been established for the primary or main purpose of investing in the share capital of companies shall not constitute a Significant Shareholder.

"**Spanish Civil Code**" means the Spanish *Código Civil*.

"**Spanish Civil Procedural Law**" means Law 1/2000 of 7 January (*Ley de Enjuiciamiento Civil*).

"**Spanish Companies Law**" means the Spanish Royal Legislative Decree 1/2010, of 2 July, approving the consolidated text of the companies law (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

"**Spanish Debtor**" means a Debtor incorporated or organised in Spain.

"**Spanish Insolvency Law**" means Spanish Royal Legislative Decree 1/2020, of 5 May, approving the consolidated text of the insolvency law (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*).

"**Spanish Public Document**" means a Spanish law *documento público*, being either an *escritura pública* or a *póliza o efecto intervenido por notario español*.

"**Subordinated Creditors**" means:

(a) any shareholder of the Company solely in its capacity as creditor in respect of any Subordinated Liabilities constituting an "Equity Contribution" under and as defined in the Initial Revolving Facility Agreement or any Equivalent Provision of any other Credit Facility Agreement; and

(b) any Affiliate (as defined in the Senior Secured Note Indenture or any Equivalent Provision of any other Pari Passu Note Indenture) of the Company which is not a member of the Group solely in its capacity as creditor in respect of any Subordinated

Liabilities constituting "Subordinated Shareholder Debt" under and as defined in the Senior Secured Note Indenture or any Equivalent Provision of any other Pari Passu Note Indenture.

"**Subordinated Documents**" means any document pursuant to which any Subordinated Creditor makes any loan to, grants any credit to or makes available any Financial Indebtedness to the Company which constitutes:

(a) an "Equity Contribution" under and as defined in the Initial Revolving Facility Agreement or any Equivalent Provision of any other Credit Facility Agreement; or

(b) "Subordinated Shareholder Debt" under and as defined in the Senior Secured Note Indenture or any Equivalent Provision of any other Pari Passu Note Indenture.

"**Subordinated Liabilities**" means the Liabilities owed by the Company to the Subordinated Creditors under the Subordinated Documents (and, for the avoidance of doubt, excluding Liabilities owed by the Company to any Subordinated Creditor that do not constitute either an "Equity Contribution" under and as defined in the Initial Revolving Facility Agreement or any Equivalent Provision of any other Credit Facility Agreement or "Subordinated Shareholder Debt" under and as defined in the Senior Secured Note Indenture or any Equivalent Provision of any other Pari Passu Note Indenture).

"**Subsidiary**" has the meaning given to the term "Subsidiary" in the Initial Revolving Facility Agreement **provided that**, after the Revolving Lender Discharge Date, if any other Credit Facility Agreement includes an Equivalent Provision, such Equivalent Provision shall apply.

"**Super Senior Credit Participation**" means, in relation to a Credit Facility Lender or a Super Senior Hedge Counterparty the aggregate of:

(a) its aggregate Credit Facility Commitments, if any;

(b) in respect of any hedging transaction of that Super Senior Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of this Agreement, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Super Senior Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement) and to the extent it is a Super Senior Hedging Liability; and

(c) after the Credit Facility Lender Discharge Date only, in respect of any hedging transaction of that Super Senior Hedge Counterparty under any Hedging Agreement to the extent it constitutes a Super Senior Hedging Liability that has, as of the date the calculation is made, not been terminated or closed out:

(i) if the relevant Hedging Agreement is based on an ISDA Master Agreement the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or

(ii) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that

Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

that amount, in each case, to be certified by the relevant Super Senior Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"**Super Senior Creditors**" means the Credit Facility Creditors and the Super Senior Hedge Counterparties.

"**Super Senior Discharge Date**" means the first date on which all Super Senior Liabilities have been fully and finally discharged to the satisfaction of the relevant Creditor Representative(s) (in the case of the Credit Facility Liabilities) and each Super Senior Hedge Counterparty (in the case of its Super Senior Hedging Liabilities), whether or not as the result of an enforcement, and the Super Senior Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents.

"**Super Senior Hedge Counterparty**" means each Hedge Counterparty to the extent it is owed Super Senior Hedging Liabilities.

"**Super Senior Hedge Counterparty Obligations**" means the liabilities and obligations owed by any Super Senior Hedge Counterparty to the Debtors under or in connection with the Hedging Agreements with respect to any Super Senior Hedging Liabilities.

"**Super Senior Hedging Liabilities**" means Hedging Liabilities owed to any Hedge Counterparty to the extent that they are Liabilities incurred in relation to the hedging of interest rate risk with respect to the Senior Secured Notes.

"**Super Senior Liabilities**" means the Credit Facility Liabilities and the Super Senior Hedging Liabilities.

"**Swap Obligation**" means, with respect to any Debtor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilities a single shared platform and which was launched on 19 November 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payment in euro.

"**Transaction Security**" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

"**Transaction Security Documents**" means:

(a) the Share Charge;

(b) any Direct Subsidiary Share Charge;

(c) the Receivables Assignment

(d) any Direct Subsidiary Receivables Assignment; and

(e) any other document entered into by any Debtor creating or expressed to create any Security over all or any part of its assets in favour of the Security Agent (or all the Secured Parties) for the benefit of the Secured Parties as security for the Secured Obligations.

"**Unrestricted Subsidiary**" means a Subsidiary of the Company which has been designated as an "Unrestricted Subsidiary" for the purpose of (and in accordance with):

(a) prior to the Revolving Lender Discharge Date, paragraph 2.8 (*Designation of Restricted and Unrestricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*) and the definition of "Unrestricted Subsidiary" in Schedule 22 (*Notes Definitions*) of the Initial Revolving Facility Agreement;

(b) prior to the Senior Secured Note Discharge Date, section 4.13 of, and the definition of "Unrestricted Subsidiary" in, the Senior Secured Note Indenture;

(c) after the Revolving Lender Discharge Date, but prior to the Credit Facility Discharge Date, in accordance with any Equivalent Provision of each Credit Facility Agreement; and

(d) prior to the Pari Passu Discharge Date, in accordance with any Equivalent Provision of each Pari Passu Facility Agreement and each Pari Passu Note Indenture (other than the Senior Secured Note Indenture).

"**U.S.**" and "**United States**" means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

"**U.S. Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. 101 et seq., entitled "Bankruptcy".

"**U.S. Debtor**" means a Debtor that is a U.S. Person (including for the avoidance of doubt eDreams Inc. and any of its Subsidiaries that is disregarded as being an entity separate from eDreams Inc. for U.S. federal income tax purposes, which includes all of its existing Subsidiaries that are Debtors as of the Effective Date).

"**U.S. Debtor Relief Laws**" means the U.S. Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, judicial management or similar debtor relief laws of the United States from time to time in effect and affecting the rights of creditors generally.

"**U.S. Person**" means a "United States Person" as defined in Section 7701(a)(30) of the Internal Revenue Code and includes an entity disregarded as being an entity separate from a single owner for U.S. federal income tax purposes if such owner is a "United States Person".

"**VAT**" means:

(a) any value added tax imposed by the Value Added Tax Act 1994;

(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere, including, for the avoidance of doubt, the goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) of Australia.

1.2 **Construction**

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) any "**Ancillary Lender**", "**Arranger**", the "**Company**", "**Credit Facility Agent**", "**Credit Facility Arranger**", "**Credit Facility Borrower**", "**Credit Facility Creditor**", "**Credit Facility Guarantor**", "**Credit Facility Lender**", "**Creditor**", "**Creditor Representative**", "**Debtor**", "**Hedge Counterparty**", "**Hedging Ancillary Lender**", "**Intra-Group Lender**", "**Issuing Bank**", "**Original Debtor**", "**Original Intra-Group Lender**", "**Pari Passu Arranger**", "**Pari Passu Creditor**", "**Pari Passu Debt Creditor**", "**Pari Passu Facility Creditor**", "**Pari Passu Hedge Counterparty**", "**Pari Passu Lender**", "**Pari Passu Note Trustee**", "**Pari Passu Noteholder**", "**Party**", "**Primary Creditor**", "**Revolving Agent**", "**Revolving Arranger**", "**Revolving Lender**", "**Secured Party**", "**Security Agent**", "**Senior Secured Note Creditor**", "**Senior Secured Note Trustee**", "**Senior Secured Noteholder**", "**Significant Shareholder**", "**Subordinated Creditor**", "**Super Senior Creditor**" or "**Super Senior Hedge Counterparty**" shall be construed to be a reference to it in its capacity as such and not in any other capacity;

(ii) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Debt Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with this Agreement;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a "**Debt Document**" or any other agreement or instrument is (other than a reference to a "**Debt Document**" or any other agreement or instrument in "**original form**") a reference to that Debt Document, or other agreement or instrument, as amended, novated, supplemented, extended or restated in accordance with its terms and includes any increase in any facility or indebtedness, addition to, extension of or other change to any facility or indebtedness provided thereunder to the extent not prohibited under this Agreement;

(v) "**enforcing**" (or any derivation) the Transaction Security includes the appointment of an administrator (or any analogous officer in any jurisdiction) of a Debtor by the Security Agent;

(vi) "**euro**" denotes the single currency of any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union;

(vii) a "**group of Creditors**" may, for the avoidance of doubt where the context requires, include all the Creditors and a "**group of Primary Creditors**" may, for the avoidance of doubt where the context requires, include all the Primary Creditors;

(viii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(ix) the "**original form**" of a "**Debt Document**" or any other agreement or instrument is a reference to that Debt Document, agreement or instrument as originally entered into, save in the case of the Initial Revolving Facility Agreement, where "original form" is a reference to the Initial Revolving Facility Agreement in the form immediately upon the occurrence of the Effective Date;

(x) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xi) "**proceeds**" of a Distressed Disposal or of a Debt Disposal includes proceeds in cash;

(xii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and

(xiii) a provision of law is a reference to that provision as amended or re-enacted from time to time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) A Default or an Event of Default is "**continuing**" if it has not been remedied or waived.

(d) A Pari Passu Lender or Pari Passu Noteholder providing "**cash cover**" for a Letter of Credit or Bank Guarantee means a Pari Passu Lender or Pari Passu Noteholder paying an amount in the currency of the Letter of Credit or Bank Guarantee to an interest-bearing account and the following conditions being met:

(i) either:

(A) the account is in the name of the Pari Passu Lender or Pari Passu Noteholder and is with the Issuing Bank for which that cash cover is to be provided and until no amount is or may be outstanding under that Letter of Credit or Bank Guarantee withdrawals from the account may only be made to pay that Issuing Bank amounts due and payable to it under the Credit Facility Documents in respect of that Letter of Credit or Bank Guarantee; or

(B) the account is in the name of the Issuing Bank for which that cash cover is to be provided; and

(ii) the Pari Passu Lender or Pari Passu Noteholder has executed documentation in form and substance satisfactory to that Issuing Bank for which that cash cover is to be provided, creating a first ranking security interest or other collateral arrangement, in respect of the amount of that cash cover.

(e) References to a Creditor Representative acting on behalf of the Pari Passu Debt Creditors of which it is the Creditor Representative means such Creditor Representative acting on behalf of the Pari Passu Debt Creditors of which it is the Creditor Representative with the consent of the proportion of such Pari Passu Debt Creditors required under and in accordance with the applicable Pari Passu Debt Documents (**provided that** if the relevant Pari Passu Debt Documents do not specify a voting threshold for a particular matter, the threshold will be a simple majority of the outstanding principal amount under those Pari Passu Debt Documents (subject to any applicable disenfranchisement provisions in those Pari Passu Debt Documents)). A Creditor Representative will be entitled to seek instructions from the Pari Passu Debt Creditors of which it is the Creditor Representative to the extent required by the applicable Pari Passu Debt Documents, as the case may be, as to any action to be taken by it under this Agreement.

(f) References to a Creditor Representative acting on behalf of the Credit Facility Lenders of which it is the Creditor Representative means such Creditor Representative acting on behalf of the Credit Facility Lenders of which it is the Creditor Representative with the consent of the proportion of such Credit Facility Lenders required under and in accordance with the applicable Credit Facility Agreement (**provided that** if the relevant Credit Facility Agreement does not specify a voting threshold for a particular matter, the threshold will be a simple majority of the outstanding principal amount under that Credit Facility Agreement (subject to any applicable disenfranchisement provisions in that Credit Facility Agreement and excluding, with respect to the Initial Revolving Facility Agreement only, any Credit Facility Liabilities owned by a Significant Shareholder). A Creditor Representative will be entitled to seek instructions from the Credit Facility Lenders of which it is the Creditor Representative to the extent required by the applicable Credit Facility Agreement, as the case may be, as to any action to be taken by it under this Agreement.

(g) Notwithstanding anything to the contrary in this Agreement, where any consent, waiver, notification or other step is required or contemplated under any provision of this Agreement from or by:

(i) a Revolving Agent, Revolving Arranger or Revolving Lender where such consent, waiver, notification or other step is required or contemplated after the Revolving Lender Discharge Date;

(ii) a Senior Secured Noteholder or any Senior Secured Note Trustee where such consent, waiver, notification or other step is required or contemplated after the Senior Secured Note Discharge Date;

(iii) any Credit Facility Creditor (other than a Credit Facility Creditor referred to in paragraph (i) above) where such consent, waiver, notification or other step is required or contemplated after the relevant Credit Facility Discharge Date; or

(iv) any Pari Passu Debt Creditor (other than a Pari Passu Debt Creditor referred to in paragraph (ii) above) where such consent, waiver, notification or other step is required or contemplated after the relevant Pari Passu Discharge Date,

such consent, waiver, notification or other step will not be required. On and from the Revolving Lender Discharge Date, the Revolving Agent will cease to be a Creditor Representative in that capacity for the purposes of this Agreement. On and from the Senior Secured Note Discharge Date, the relevant Senior Secured Note Trustee will cease to be a Creditor Representative in that capacity for the purpose of this Agreement. On and from the Credit Facility Discharge Date or the Pari Passu Discharge Date, as may be applicable, the relevant Creditor Representative of the Credit Facility Creditors or Pari Passu Creditors in each case in respect of which it is the Creditor Representative will cease to be a Creditor Representative in that capacity for the purpose of this Agreement.

(h) Any requirement that any action or omission be permitted or not prohibited under:

(i) any Initial Revolving Finance Documents shall only apply before the Revolving Lender Discharge Date and to the Initial Revolving Finance Documents which are in place at the relevant time;

(ii) any Senior Secured Note Document shall only apply before the relevant Senior Secured Note Discharge Date and to the Senior Secured Note Documents which are in place at the relevant time;

(iii) any Credit Facility Documents referred to in paragraph (b) of the definition of "Credit Facility Documents" shall only apply before the Credit Facility Discharge Date and to those documents which are in place at the relevant time; and

(iv) any Pari Passu Debt Documents referred to in paragraph (e) of the definition of "Pari Passu Debt Documents" shall only apply before the Pari Passu Debt Discharge Date and to those documents which are in place at the relevant time,

and, for the avoidance of doubt, any requirement that any action be permitted or not prohibited under any Debt Document shall not apply where all Liabilities under such Debt Document are being discharged and any related commitments cancelled in full substantially contemporaneously with, or prior to, such action.

(i) In determining whether any Liabilities have been "**discharged**" or any Discharge Date has occurred, the relevant Creditor Representative (and, if applicable, Security Agent) will disregard contingent liabilities (such as the risk of clawback from a preference claim and contingent indemnification and expense reimbursement obligations in respect of which a claim has not yet been made) that have not become actual liabilities except to the extent it believes there is a reasonable likelihood that those contingent liabilities will become actual liabilities.

(j) For the avoidance of doubt, if the terms of any Debt Document do not seek to regulate a particular matter, step or action, for the purpose of this Agreement, that matter, step or action shall not be prohibited by the terms of that Debt Document.

(k) In the event and to the extent that the proceeds of any Additional Credit Facility Liabilities, Additional Senior Secured Note Liabilities or Additional Pari Passu Liabilities are held in escrow (or similar or equivalent arrangements) for the benefit

of the Creditors of such Liabilities (any such Liabilities, the "**Escrow Liabilities**" and the Creditors in respect of such Escrow Liabilities, the "**Escrow Creditors**") until such time as the relevant proceeds are released from escrow (or such similar or equivalent arrangements) to any member of the Group, the provisions of this Agreement shall not apply to, or create any restriction or obligation of redistribution, turnover or other payment by the Escrow Creditors in respect of the proceeds of such Escrow Liabilities held in escrow (or such similar or equivalent arrangements) and all other funds, securities, interest, dividends, distributions and other property and payments which are, in each case, credited to the relevant escrow account.

1.3 **Third party rights**

(a) Unless expressly provided to the contrary in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

(c) Any Receiver, Delegate or any other person described in paragraph (b) of Clause 18.10 (*Exclusion of liability*) may, subject to this Clause 1.3 and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it.

(d) The Third Parties Act shall apply to this Agreement in respect of any Senior Secured Noteholder or Pari Passu Noteholder. For the purposes of paragraph (b) above and this paragraph (d), upon any person becoming a Senior Secured Noteholder or Pari Passu Noteholder, such person shall be deemed to be a Party to this Agreement and shall be bound by the provisions of this Agreement and be deemed to receive the benefits of this Agreement, and be subject to the terms and conditions hereof, as if such person were a Party hereto.

1.4 **Personal liability**

No personal liability shall attach to any director, officer, employee or other individual signing a certificate or other document or otherwise giving a representation or statement on behalf of the Company or any other member of the Group which proves to be incorrect in any way, unless that individual acted fraudulently in giving that certificate or other document or representation or statement in which case any liability will be determined in accordance with applicable law. Notwithstanding paragraph (a) of Clause 1.3 (*Third Party Rights*), any such director, officer, employee or other individual may claim and enforce the benefit of this Clause subject to Clause 1.3 (*Third Party Rights*) and the provisions of the Third Parties Act.

1.5 **Swedish Terms**

(a) In this Agreement, where it relates to a Swedish entity, a reference to:

(i) composition, assignment or similar arrangement with any creditor includes a företagsrekonstruktion, konkursförfarande, or ackordsuppgörelse under the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) or the Swedish Reorganisation Act (Sw. *lag om företagsrekonstruktion (1996:764)*) (as the case may be);

(ii) a compulsory manager, receiver or administrator includes a förvaltare, företagsrekonstruktör, likvidator or god man under Swedish law;

(iii) a guarantee includes any garanti under Swedish law which is independent from the debt to which it relates and any borgen under Swedish law which is accessory to or dependent on the debt to which it relates;

(iv) merger includes any fusion implemented in accordance with Chapter 23 of the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*);

(v) gross negligence means grov vårdslöshet under Swedish law;

(vi) a reorganisation includes any contribution of part of its business in consideration of shares (apport) and any demerger (delning) implemented in accordance with Chapter 24 of the Swedish Companies Act; and

(vii) a winding-up, administration or dissolution includes a frivillig likvidation, or tvångslikvidation under Chapter 25 of the Swedish Companies Act, or företagsrekonstruktion or konkursförfarande under the Swedish Bankruptcy Act or the Swedish Reorganisation Act (as the case may be).

(b) If any Party incorporated in Sweden (the "**Obligated Party**") is required to hold an amount on trust on behalf of another Party (the "**Beneficiary**"), the Obligated Party shall hold such money as agent for the Beneficiary on a separate account and shall promptly pay or transfer the same to the Beneficiary or as the Beneficiary may direct.

SECTION 2
RANKING AND PRIMARY CREDITORS

2. RANKING AND PRIORITY

2.1 Primary Creditor Liabilities

Each of the Parties agrees that the Credit Facility Liabilities, the Hedging Liabilities and the Pari Passu Debt Liabilities owed by the Debtors to the Primary Creditors shall rank in right and priority of payment *pari passu* and without any preference between them.

2.2 Transaction Security

Each of the Parties agrees that the Transaction Security shall rank and secure the Credit Facility Liabilities, the Hedging Liabilities and the Pari Passu Debt Liabilities (subject to the terms of this Agreement) *pari passu* and without any preference between them (but only to the extent that such Transaction Security is expressed to secure those Liabilities).

2.3 Subordinated and Intra-Group Liabilities

(a) Each of the Parties agrees that the Subordinated Liabilities and the Intra-Group Liabilities are postponed and subordinated to the Liabilities owed by the Debtors to the Primary Creditors which, in the case of any Debtor incorporated in Australia, is intended to be a "debt subordination" within the meaning of section 563C(2) of the Australian Corporations Act.

(b) This Agreement does not purport to rank any of the Subordinated Liabilities and the Intra-Group Liabilities as between themselves.

2.4 Creditor Representative Amounts

Subject to Clause 16 (*Application of Proceeds*) where applicable, nothing in this Agreement will prevent payment by the Company or any Debtor of the Creditor Representative Amounts or the receipt and retention of such Creditor Representative Amounts by the relevant Creditor Representative(s).

3. CREDIT FACILITY CREDITORS AND CREDIT FACILITY LIABILITIES

3.1 Payment of Credit Facility Liabilities

(a) Subject to paragraph (b) below, the Debtors may make Payments of the Credit Facility Liabilities at any time in accordance with, and subject to the provisions of, the relevant Credit Facility Documents.

(b) Following the occurrence of an Acceleration Event but, for the avoidance of doubt, subject to paragraph (b) of Clause 3.5 (*Permitted Enforcement: Ancillary Lenders and Issuing Banks*), paragraph (b) of Clause 9.3 (*Set-Off*) and Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*) (unless, at any time at which the Security Agent is required to act in accordance with Enforcement Instructions issued by the Majority Super Senior Creditors pursuant to Clause 12.2 (*Instructions to enforce*), the Majority Super Senior Creditors give notice to the Security Agent that the restrictions in each of this paragraph (b), paragraph (b) of Clause 4.1 (*Payment of Pari Passu Debt Liabilities)* and the proviso to Clause 5.2 (*Restriction on Payments: Hedging Liabilities*) will cease to apply) no Debtor may make Payments of the Credit Facility Liabilities except from Enforcement Proceeds

distributed in accordance with Clause 16 (*Application of Proceeds*), other than any distribution or dividend out of any Debtor's unsecured assets (*pro rata* to each unsecured creditor's claim) made by a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer appointed in respect of any Debtor or any of its assets.

3.2 **Security: Credit Facility Creditors**

Other than as set out in Clause 3.3 (*Security: Ancillary Lenders and Issuing Banks*), the Credit Facility Creditors may take, accept or receive the benefit of:

(a) any Security in respect of the Credit Facility Liabilities from any member of the Group in addition to the Common Transaction Security (x) which is not prohibited under the terms of the Primary Documents or (y):

(i) which (except for any Security permitted under Clause 3.3 (*Security: Ancillary Lenders and Issuing Banks*)) to the extent legally possible and subject to the Agreed Guarantee and Security Principles is, at the same time, also offered either:

(A) to the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or

(B) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties:

(1) to the other Secured Parties in respect of their Liabilities; or

(2) to the Security Agent under a parallel debt structure for the benefit of the other Secured Parties,

and (subject to the terms of this Agreement) ranks in the same order of priority as that contemplated in Clause 2.2 (*Transaction Security*); or

(ii) if such Security represents the defeasance or other repayment or prepayment of Credit Facility Liabilities in each case by the deposit or payment of cash with or to the relevant Credit Facility Creditor or its Creditor Representative in accordance or consistent with the terms of the relevant Credit Facility Documents **provided that** (A) no Event of Default is continuing and (B) such Security is not prohibited by the Primary Documents; and

(b) any guarantee, indemnity or other assurance against loss from any member of the Group in respect of the Credit Facility Liabilities in addition to those in:

(i) the original form of the Initial Revolving Facility Agreement or any Equivalent Provision in any other Credit Facility Agreement;

(ii) this Agreement; or

(iii) any Common Assurance,

if (x) not prohibited under the terms of the Primary Documents or (y) (except for any guarantee, indemnity or other assurance against loss permitted under Clause 3.3

(*Security: Ancillary Lenders and Issuing Banks*)) to the extent legally possible and subject to the Agreed Guarantee and Security Principles, at the same time it is also offered to the other Secured Parties in respect of their Liabilities and (subject to the terms of this Agreement) ranks in the same order of priority as that contemplated in Clause 2 (*Ranking and Priority*).

3.3 **Security: Ancillary Lenders and Issuing Banks**

No Ancillary Lender or Issuing Bank will, unless the prior consent of the Required Super Senior Creditors and the Required Pari Passu Creditors is obtained, take, accept or receive from any member of the Group the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of any of the Liabilities owed to it other than:

(a) the Common Transaction Security;

(b) each guarantee, indemnity or other assurance against loss contained in:

(i) the original form of the Initial Revolving Facility Agreement (or any Equivalent Provision in a Credit Facility Agreement);

(ii) this Agreement; or

(iii) any Common Assurance;

(c) indemnities and assurances against loss contained in the Ancillary Documents no greater in extent than any of those referred to in paragraph (b) above;

(d) any Credit Facility Cash Cover permitted under the Credit Facility Documents relating to any Ancillary Facility or for any Letter of Credit or Bank Guarantee issued by the Issuing Bank;

(e) the indemnities contained in an ISDA Master Agreement (in the case of a Hedging Ancillary Document which is based on an ISDA Master Agreement) or any indemnities which are similar in meaning and effect to those indemnities (in the case of a Hedging Ancillary Document which is not based on an ISDA Master Agreement); or

(f) any Security, guarantee, indemnity or other assurance against loss giving effect to, or arising as a result of the effect of, any netting or set-off arrangement relating to the Ancillary Facilities for the purpose of netting debit and credit balances arising under the Ancillary Facilities.

3.4 **Restriction on Enforcement: Ancillary Lenders and Issuing Banks**

Subject to Clause 3.5 (*Permitted Enforcement: Ancillary Lenders and Issuing Banks*), so long as any of the Super Senior Liabilities (other than any Liabilities owed to the Ancillary Lenders or Issuing Banks) are or may be outstanding, none of the Ancillary Lenders nor the Issuing Banks shall be entitled to take any Enforcement Action in respect of any of the Liabilities owed to it.

3.5 **Permitted Enforcement: Ancillary Lenders and Issuing Banks**

(a) Each Ancillary Lender and Issuing Bank may take Enforcement Action which would be available to it but for Clause 3.4 (*Restriction on Enforcement: Ancillary Lenders and Issuing Banks*) if:

(i) at the same time as, or prior to, that action, Enforcement Action has been taken in respect of the Credit Facility Liabilities (excluding the Liabilities owing to Ancillary Lenders and the Issuing Banks), in which case the Ancillary Lenders and the Issuing Banks may take the same Enforcement Action as has been taken in respect of those Credit Facility Liabilities;

(ii) on or prior to the Revolving Lender Discharge Date, that action is contemplated by the Initial Revolving Facility Agreement or Clause 3.3 (*Security: Ancillary Lenders and Issuing Banks*);

(iii) after the Revolving Lender Discharge Date, that action is contemplated by the relevant Credit Facility Agreement or Clause 3.3 (*Security: Ancillary Lenders and Issuing Banks*);

(iv) that Enforcement Action is taken in respect of Credit Facility Cash Cover which has been provided in accordance with the Credit Facility Agreement;

(v) at the same time as or prior to, that action, the consent of the Required Super Senior Creditors is obtained; or

(vi) an Insolvency Event has occurred in relation to any Debtor, in which case after the occurrence of that Insolvency Event, each Ancillary Lender and each Issuing Bank shall be entitled (if it has not already done so) to exercise any right it may otherwise have in respect of that Debtor to:

(A) accelerate any of that Debtor's Credit Facility Liabilities or declare them prematurely due and payable on demand;

(B) make a demand under any guarantee, indemnity or other assurance against loss given by that Debtor in respect of any Credit Facility Liabilities;

(C) exercise any right of set-off or take or receive any Payment in respect of any Credit Facility Liabilities of that Debtor; or

(D) claim and prove in any insolvency process of that Debtor for the Credit Facility Liabilities owing to it.

(b) Clause 3.4 (*Restriction on Enforcement: Ancillary Lenders and Issuing Banks*) shall not restrict any right of an Ancillary Lender:

(i) to demand repayment or prepayment of any of the Liabilities owed to it prior to the expiry date of the relevant Ancillary Facility; or

(ii) to net or set-off in relation to a Multi-account Overdraft,

in accordance with the terms of the relevant Credit Facility Agreement and to the extent that the demand is required to reduce, or the netting or set-off represents a reduction from, the Gross Outstandings of that Multi-account Overdraft to or towards an amount equal to its Net Outstandings.

3.6 **Additional Credit Facility Liabilities**

(a) If any facility under the Initial Revolving Facility Agreement is increased, added to, supplemented, amended, novated, extended or restated or further advances are made under the Initial Revolving Facility Agreement to any member of the Group, including, without limitation, by way of an "Accordion Increase" under and as defined in the Initial Revolving Facility Agreement, in each case, to the extent not prohibited under any Pari Passu Debt Document ("**Additional Initial Revolving Facility Liabilities**"), such Additional Initial Revolving Facility Liabilities will be deemed to be made under the terms of the Initial Revolving Facility Agreement and (to the extent permitted by applicable law) secured by the applicable Security Documents *pari passu* with the then existing Initial Revolving Facility Liabilities.

(b) If on or after the Revolving Lender Discharge Date, any facility under a Credit Facility Agreement is increased, added to, supplemented, amended, novated, extended or restated or further advances are made under such Credit Facility Agreement to any member of the Group, in each case, to the extent not prohibited under any Primary Document ("**Additional Credit Facility Liabilities**"), such Additional Credit Facility Liabilities will be deemed to be made under the terms of such Credit Facility Agreement and (to the extent permitted by applicable law) secured by the applicable Security Documents *pari passu* with the then existing Credit Facility Liabilities **provided that** the provisions of paragraph (b) of Clause 20.3 (*Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility*) have been complied with (if applicable).

(c) If and to the extent that any amendment to this Agreement or any amendment, extension or confirmation in relation to any Security Document is necessary to enable any member of the Group to incur (A) any Additional Initial Revolving Facility Liabilities, (B) any liabilities under a new Credit Facility as referred to in paragraph (b) of the definition of "Credit Facility" and/or (C) any Additional Credit Facility Liabilities (but, for the avoidance of doubt, in the case of the foregoing paragraphs (B) and (C) **provided that** such liabilities are incurred after the Revolving Lender Discharge Date) (the liabilities referred to in the foregoing paragraphs (A), (B) and (C), together the "**New Credit Facility Liabilities**") the Parties shall co-operate to effect such amendment, extension and/or confirmation in a timely manner, and each Primary Creditor hereby irrevocably authorises and directs (i) its Creditor Representative to execute any such amendment to this Agreement and (ii) the Security Agent to execute any such amendment, extension or confirmation in relation to the Security Documents, in each case, at the request and cost of the Company. For the avoidance of doubt, the foregoing paragraph (ii) is supplemental to, and without prejudice to, Clause 18.24 (*Release and re-grant of Transaction Security*).

(d) For the avoidance of doubt, the Parties acknowledge that:

(i) any Additional Initial Revolving Facility Liabilities incurred shall not be deemed to create any separate class of Creditors for the purposes of this Agreement and the Creditors of such Additional Initial Revolving Facility Liabilities shall be treated for voting and all other purposes under this Agreement as Credit Facility Creditors;

(ii) the terms and conditions (including increased pricing and amount of principal) applicable to any Additional Initial Revolving Facility Liabilities may be different to those applicable to the Initial Revolving Facility

Liabilities **provided that** such terms and conditions are not prohibited under any Pari Passu Debt Document;

(iii) after the Revolving Lender Discharge Date, any Additional Credit Facility Liabilities incurred shall not be deemed to create any separate class of Creditors for the purposes of this Agreement and the Creditors of such Additional Credit Facility Liabilities shall be treated for voting and all other purposes under this Agreement as Credit Facility Creditors; and

(iv) the terms and conditions (including increased pricing and amount of principal) applicable to any Additional Credit Facility Liabilities may be different to those applicable to the Initial Revolving Facility Liabilities or other Credit Facility Liabilities **provided that** such terms and conditions are not prohibited under any other Primary Document.

(e) After the Revolving Lender Discharge Date, nothing in this Agreement shall restrict any existing Credit Facility Creditors and the providers of Additional Credit Facility Liabilities from agreeing the ranking of their respective claims among themselves.

4. PARI PASSU DEBT CREDITORS AND PARI PASSU DEBT LIABILITIES

4.1 Payment of Pari Passu Debt Liabilities

(a) Subject to paragraph (b) below, the Debtors may make Payments of the Pari Passu Debt Liabilities at any time in accordance with, and subject to the provisions of, the Pari Passu Debt Documents.

(b) Following the occurrence of an Acceleration Event (until the occurrence of the Super Senior Discharge Date) (unless, at any time at which the Security Agent is required to act in accordance with Enforcement Instructions issued by the Majority Super Senior Creditors pursuant to Clause 12.2 (*Instructions to enforce*), the Majority Super Senior Creditors give notice to the Security Agent that the restrictions in each of paragraph (b) of Clause 3.1 (*Payment of Credit Facility Liabilities*), this paragraph (b) and the proviso to Clause 5.2 (*Restriction on Payments: Hedging Liabilities*) will cease to apply) no Debtor may make Payments of the Pari Passu Debt Liabilities except from Enforcement Proceeds distributed in accordance with Clause 16 (*Application of Proceeds*), other than any distribution or dividend out of any Debtor's unsecured assets (*pro rata* to each unsecured creditor's claim) made by a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer appointed in respect of any Debtor or any of its assets.

4.2 Security: Pari Passu Debt Creditors

The Pari Passu Debt Creditors may take, accept or receive the benefit of:

(a) any Security in respect of the Pari Passu Debt Liabilities from any member of the Group in addition to the Common Transaction Security (x) which is not prohibited under the terms of the Primary Documents or (y):

(i) which in respect of Pari Passu Debt Liabilities (other than Senior Secured Note Liabilities), to the extent legally possible and subject to the Agreed Guarantee and Security Principles, and which in respect of Senior Secured Note Liabilities, to the extent legally possible and subject to the Senior Secured Note Agreed Guarantee and Security Principles is, in each case at the same time, also offered either:

(A) to the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or

(B) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties:

(1) to the other Secured Parties in respect of their Liabilities; or

(2) to the Security Agent under a parallel debt structure for the benefit of the other Secured Parties,

and (subject to the terms of this Agreement) ranks in the same order of priority as that contemplated in Clause 2.2 (*Transaction Security*); or

(ii) if such Security represents the defeasance or other repayment or prepayment of Pari Passu Debt Liabilities in each case by the deposit or payment of cash with or to the relevant Pari Passu Debt Creditor or its Creditor Representative in accordance or consistent with the terms of the relevant Pari Passu Debt Documents **provided that** (A) no Event of Default is continuing and (B) such Security is not prohibited by the Primary Documents; and

(b) any guarantee, indemnity or other assurance against loss from any member of the Group in respect of the Pari Passu Debt Liabilities in addition to those in:

(i) the original form of the Senior Secured Note Indenture and Senior Note Guarantees or any Equivalent Provision in a Pari Passu Note Indenture or Pari Passu Facility Agreement; or

(ii) this Agreement; or

(iii) any Common Assurance,

if (x) not prohibited under the terms of the Primary Documents or (y) with respect to Pari Passu Debt Liabilities (other than Senior Secured Note Liabilities), to the extent legally possible and subject to the Agreed Guarantee and Security Principles, and with respect to Senior Secured Note Liabilities, to the extent legally possible and subject to the Senior Secured Note Agreed Guarantee and Security Principles, in each case, at the same time it is also offered to the other Secured Parties in respect of their respective Liabilities and (subject to the terms of this Agreement) ranks in the same order of priority as that contemplated in Clause 2 (*Ranking and Priority*).

4.3 **Additional Pari Passu Liabilities**

(a) If any member of the Group incurs additional Senior Secured Note Liabilities in connection with any issue by the Company of additional Senior Secured Notes under the Senior Secured Note Indenture to the extent not prohibited under any Primary Document ("**Additional Senior Secured Note Liabilities**"), such Additional Senior Secured Note Liabilities will be deemed to be made under the terms of the Senior Secured Note Indenture and (to the extent permitted by applicable law) secured by the applicable Security Documents *pari passu* with the then existing Senior Secured Note Liabilities.

(b) If any member of the Group incurs additional Pari Passu Note Liabilities in connection with any issue by a member of the Group of additional Pari Passu Notes under an existing Pari Passu Note Indenture (other than the Senior Secured Note Indenture), in each case, to the extent not prohibited under any Primary Document ("**Additional Pari Passu Note Liabilities**"), such Additional Pari Passu Note Liabilities will be deemed to be made under the terms of the relevant Pari Passu Note Indenture and (to the extent permitted by applicable law) secured by the applicable Security Documents *pari passu* with the then existing Pari Passu Liabilities.

(c) If any facility under a Pari Passu Facility Agreement is increased, added to, supplemented, amended, novated, extended or restated or further advances are made under such Pari Passu Facility Agreement to any member of the Group, in each case, to the extent not prohibited under any Primary Document ("**Additional Pari Passu Facility Liabilities**" and, together with any Additional Pari Passu Note Liabilities, "**Additional Pari Passu Liabilities**"), such Additional Pari Passu Facility Liabilities will be deemed to be made under the terms of the relevant Pari Passu Facility Agreement and (to the extent permitted by applicable law) secured by the applicable Security Documents *pari passu* with the then existing Pari Passu Liabilities **provided that** the provisions of paragraph (b) of Clause 20.3 (*Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility*) have been complied with (if applicable).

(d) If and to the extent that any amendment to this Agreement or any amendment, extension or confirmation in relation to any Security Document is necessary to enable any member of the Group to incur (A) any Additional Senior Secured Note Liabilities, (B) any liabilities under new Pari Passu Notes as referred to in paragraph (b) of the definition of "Pari Passu Notes", (C) any liabilities under a new Pari Passu Facility as referred to in the definition of "Pari Passu Facility" and/or (D) any Additional Pari Passu Liabilities (the liabilities referred to in the foregoing paragraphs (A), (B), (C) and (D), together the "**New Pari Passu Liabilities**"), the Parties shall co-operate to effect such amendment, extension and/or confirmation in a timely manner, and each Primary Creditor hereby irrevocably authorises and directs (i) its Creditor Representative to execute any such amendment to this Agreement and (ii) the Security Agent to execute any such amendment, extension or confirmation in relation to the Security Documents, in each case, at the request and cost of the Company. For the avoidance of doubt, the foregoing paragraph (ii) is supplemental to, and without prejudice to, Clause 18.24 (*Release and re-grant of Transaction Security*).

(e) For the avoidance of doubt, the Parties acknowledge that:

(i) any Additional Senior Secured Note Liabilities or Additional Pari Passu Liabilities incurred shall not be deemed to create any separate class of Creditors for the purposes of this Agreement and the Creditors of such Additional Senior Secured Note Liabilities or Additional Pari Passu Debt Liabilities shall be treated for voting and all other purposes under this Agreement as Pari Passu Debt Creditors under the relevant Pari Passu Debt Documents; and

(ii) the terms and conditions (including increased pricing and amount of principal) applicable to any Additional Pari Passu Liabilities may be different to those applicable to the Senior Secured Note Liabilities or other Pari Passu Debt Liabilities **provided that** such terms and conditions are not prohibited under any Primary Document.

(f) Nothing in this Agreement shall restrict the Pari Passu Creditors and the providers of Additional Senior Secured Note Liabilities or Additional Pari Passu Liabilities under the relevant Pari Passu Debt Documents from agreeing the ranking of their respective claims among themselves.

5. HEDGE COUNTERPARTIES AND HEDGING LIABILITIES

5.1 Identity of Hedge Counterparties

(a) Subject to paragraph (b) below, no entity providing hedging arrangements to any Debtor shall be entitled to share in any of the Transaction Security or in the benefit of any guarantee or indemnity in respect of any of the liabilities and obligations arising in relation to those hedging arrangements nor shall those liabilities and obligations be treated as Hedging Liabilities unless that entity is or becomes a Party as a Hedge Counterparty.

(b) Paragraph (a) above shall not apply to a Hedging Ancillary Lender.

5.2 Restriction on Payments: Hedging Liabilities

The Debtors shall not, and shall procure that no other member of the Group will, make any Payment of the Hedging Liabilities at any time unless:

(a) that Payment is permitted under Clause 5.3 (*Permitted Payments: Hedging Liabilities*); or

(b) the taking or receipt of that Payment is permitted under paragraph (c) of Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*),

provided that (unless, at any time at which the Security Agent is required to act in accordance with Enforcement Instructions issued by the Majority Super Senior Creditors pursuant to Clause 12.2 (*Instructions to enforce*), the Majority Super Senior Creditors give notice to the Security Agent that the restrictions in each of paragraph (b) of Clause 3.1 (*Payment of Credit Facility Liabilities*), paragraph (b) of Clause 4.1 (*Payment of Pari Passu Debt Liabilities*) and this proviso will cease to apply), following the occurrence of an Acceleration Event (until the occurrence of the Super Senior Discharge Date), no member of the Group may make Payments of the Hedging Liabilities except from Enforcement Proceeds distributed in accordance with Clause 16 (*Application of Proceeds*), other than any distribution or dividend out of any Debtor's unsecured assets (pro rata to each unsecured creditor's claim) made by a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer appointed in respect of any Debtor or any of its assets.

5.3 Permitted Payments: Hedging Liabilities

(a) Subject to paragraph (b) below, the Debtors may make Payments to any Hedge Counterparty in respect of the Hedging Liabilities then due to that Hedge Counterparty under any Hedging Agreement in accordance with the terms of that Hedging Agreement:

(i) if the Payment is a scheduled Payment arising under the relevant Hedging Agreement;

(ii) to the extent that the relevant Debtor's obligation to make the Payment arises as a result of the operation of:

(A) any of sections 2(d) (*Deduction or Withholding for Tax*), 2(e) (*Default Interest; Other Amounts*), 8(a) (*Payment in the Contractual Currency*), 8(b) (*Judgments*) and 11 (*Expenses*) of the 1992 ISDA Master Agreement (if the Hedging Agreement is based on a 1992 ISDA Master Agreement);

(B) any of sections 2(d) (*Deduction or Withholding for Tax*), 8(a) (*Payment in the Contractual Currency*), 8(b) (*Judgments*), 9(h)(i) (*Prior to Early Termination*) and 11 (*Expenses*) of the 2002 ISDA Master Agreement (if the Hedging Agreement is based on a 2002 ISDA Master Agreement); or

(C) any provision of a Hedging Agreement which is similar in meaning and effect to any provision listed in paragraphs (A) or (B) above (if the Hedging Agreement is not based on an ISDA Master Agreement);

(iii) to the extent that the relevant Debtor's obligation to make the Payment arises from a Non-Credit Related Close-Out;

(iv) to the extent that:

(A) the relevant Debtor's obligation to make the Payment arises from a Credit Related Close-Out in relation to that Hedging Agreement; and

(B) no Event of Default is continuing at the time of that Payment or would result from that Payment;

(v) to the extent that no Event of Default is continuing or would result from that Payment and the relevant Debtor's obligation to make the Payment arises as a result of a close-out or termination arising as a result of:

(A) section 5(a)(vii) (*Bankruptcy*) of the 1992 ISDA Master Agreement (if the relevant Hedging Agreement is based on a 1992 ISDA Master Agreement) and the Event of Default (as defined in the relevant Hedging Agreement) has occurred with respect to the relevant Hedge Counterparty;

(B) section 5(a)(vii) (*Bankruptcy*) of the 2002 ISDA Master Agreement (if the relevant Hedging Agreement is based on a 2002 ISDA Master Agreement) and the Event of Default (as defined in the relevant Hedging Agreement) has occurred with respect to the relevant Hedge Counterparty;

(C) any provision of a Hedging Agreement which is similar in meaning and effect to any provision listed in paragraphs (A) or (B) above (if the Hedging Agreement is not based on an ISDA Master Agreement) and the equivalent event of default has occurred with respect to the relevant Hedge Counterparty; or

(D) the relevant Debtor terminating or closing-out the relevant Hedging Agreement as a result of a Hedging Force Majeure and the Termination Event (as defined in the relevant Hedging Agreement in the case of a Hedging Agreement based on an ISDA Master

Agreement) or the equivalent termination event (in the case of a Hedging Agreement not based on an ISDA Master Agreement) has occurred with respect to the relevant Hedge Counterparty; or

(vi) if the Required Super Senior Creditors and the Required Pari Passu Creditors give prior consent to the Payment being made.

(b) No Payment may be made to a Hedge Counterparty under paragraph (a) above if any scheduled Payment due from that Hedge Counterparty to a Debtor under a Hedging Agreement to which they are both party is due and unpaid unless the prior consent of the Required Super Senior Creditors and the Required Pari Passu Creditors is obtained.

(c) Failure by a Debtor to make a Payment to a Hedge Counterparty which results solely from the operation of paragraph (b) above shall, without prejudice to Clause 5.4 (*Payment obligations continue*), not result in a default (however described) in respect of that Debtor under that Hedging Agreement.

5.4 **Payment obligations continue**

No Debtor shall be released from the liability to make any Payment (including of default interest, which shall continue to accrue) under any Debt Document by the operation of Clauses 5.2 (*Restriction on Payment: Hedging Liabilities*) and 5.3 (*Permitted Payments: Hedging Liabilities*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

5.5 **No acquisition of Hedging Liabilities**

The Debtors shall not, and shall procure that no other member of the Group will:

(a) enter into any Liabilities Acquisition; or

(b) beneficially own all or any part of the share capital of a company that is party to a Liabilities Acquisition,

in respect of any of the Hedging Liabilities, unless the prior consent of the Required Super Senior Creditors and the Required Pari Passu Creditors is obtained.

5.6 **Amendments and Waivers: Hedging Agreements**

(a) Subject to paragraph (b) below, the Hedge Counterparties may not, at any time, amend or waive any term of the Hedging Agreements.

(b) A Hedge Counterparty may amend or waive any term of a Hedging Agreement in accordance with the terms of that Hedging Agreement if the amendment or waiver does not breach another term of this Agreement or any other Primary Document.

5.7 **Security: Hedge Counterparties**

The Hedge Counterparties may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss from any member of the Group in respect of the Hedging Liabilities other than:

(a) the Common Transaction Security;

(b) any guarantee, indemnity or other assurance against loss contained in:

(i) the original form of Schedule 5 (*Hedge Counterparties' Guarantee and Indemnity*);

(ii) this Agreement (other than Schedule 5 (*Hedge Counterparties' Guarantee and Indemnity*));

(iii) any Common Assurance; or

(iv) the relevant Hedging Agreement no greater in extent than any of those referred to in paragraphs (i) to (iii) above;

(c) as otherwise contemplated by Clauses 3.2 (*Security: Credit Facility Creditors*) and 4.2 (*Security: Pari Passu Debt Creditors*); and

(d) the indemnities contained in the ISDA Master Agreements (in the case of a Hedging Agreement which is based on an ISDA Master Agreement) or any indemnities which are similar in meaning and effect to those indemnities (in the case of a Hedging Agreement which is not based on an ISDA Master Agreement).

5.8 **Restriction on Enforcement: Hedge Counterparties**

Subject to Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*) and Clause 5.10 (*Required Enforcement: Hedge Counterparties*) and without prejudice to each Hedge Counterparty's rights under Clauses 12.3 (*Enforcement Instructions*) and 12.4 (*Manner of enforcement*), the Hedge Counterparties shall not take any Enforcement Action in respect of any of the Hedging Liabilities or any of the hedging transactions under any of the Hedging Agreements at any time.

5.9 **Permitted Enforcement: Hedge Counterparties**

(a) To the extent it is able to do so under the relevant Hedging Agreement, a Hedge Counterparty may terminate or close-out in whole or in part any hedging transaction under that Hedging Agreement prior to its stated maturity:

Non-Credit Related Close-Outs

(i) if, prior to a Distress Event, the Company has certified to that Hedge Counterparty that that termination or close-out would not result in a breach of any term of a Credit Facility Document or Pari Passu Debt Document;

(ii) if a Hedging Force Majeure has occurred in respect of that Hedging Agreement; or

Credit Related Close-Outs

(iii) if a Distress Event has occurred;

(iv) if an Event of Default has occurred under paragraph 2.1 of Schedule 24 (*Notes Events of Default*) of the Initial Revolving Facility Agreement (or, in each case, any Equivalent Provision of a Credit Facility Agreement, Senior Secured Note Indenture, Pari Passu Facility Agreement or Pari Passu Note Indenture) in relation to a Debtor which is party to that Hedging Agreement;

(v) if the Required Super Senior Creditors and the Required Pari Passu Creditors give prior consent to that termination or close-out being made; and

(vi) on or immediately following a refinancing (or repayment) and cancellation in full of any Financial Indebtedness to the extent such hedging transaction hedges any risk related to that Financial Indebtedness.

(b) If a Debtor has defaulted on any Payment due under a Hedging Agreement (after allowing any applicable notice or grace periods) and the default has continued unwaived for more than five business days after notice of that default has been given to the Security Agent pursuant to paragraph (f) of Clause 23.3 (*Notification of prescribed events*), the relevant Hedge Counterparty:

(i) may, to the extent it is able to do so under the relevant Hedging Agreement, terminate or close-out in whole or in part any hedging transaction under that Hedging Agreement; and

(ii) until such time as the Security Agent has given notice to that Hedge Counterparty that the Transaction Security is being enforced (or that any formal steps are being taken to enforce the Transaction Security), shall be entitled to exercise any right it might otherwise have to sue for, commence or join legal or arbitration proceedings against any Debtor to recover any Hedging Liabilities due under that Hedging Agreement.

(c) After the occurrence of an Insolvency Event in relation to any Debtor, each Hedge Counterparty shall be entitled to exercise any right it may otherwise have in respect of that Debtor to:

(i) prematurely close-out or terminate any Hedging Liabilities of that Debtor;

(ii) make a demand under any guarantee, indemnity or other assurance against loss given by that Debtor in respect of any Hedging Liabilities;

(iii) exercise any right of set-off or take or receive any Payment in respect of any Hedging Liabilities of that Debtor; or

(iv) claim and prove in any insolvency process of that Debtor for the Hedging Liabilities owing to it.

5.10 **Required Enforcement: Hedge Counterparties**

(a) Subject to paragraph (b) below, a Hedge Counterparty shall promptly terminate or close-out in full any hedging transaction under all or any of the Hedging Agreements to which it is party prior to their stated maturity, following:

(i) the occurrence of an Acceleration Event and delivery to it of a notice from the Security Agent that that Acceleration Event has occurred; and

(ii) delivery to it of a subsequent notice from the Security Agent (acting on the instructions of the Instructing Group) instructing it to do so.

(b) Paragraph (a) above shall not apply to the extent that that Acceleration Event occurred as a result of an arrangement made between any Debtor and any Primary Creditor with the purpose of bringing about that Acceleration Event.

(c) If a Hedge Counterparty is entitled to terminate or close-out any hedging transaction under paragraph (b) of Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*) (or would have been able to if that Hedge Counterparty had given the notice referred to in that paragraph) but has not terminated or closed out each such hedging transaction, that Hedge Counterparty shall promptly terminate or close-out in full each such hedging transaction following a request to do so by the Security Agent (acting on the instructions of the Instructing Group).

5.11 **Treatment of Payments due to Debtors on termination of hedging transactions**

(a) If, on termination of any hedging transaction under any Hedging Agreement occurring after a Distress Event, a settlement amount or other amount (following the application of any Close-Out Netting, Payment Netting or Inter-Hedging Agreement Netting in respect of that Hedging Agreement) falls due from a Hedge Counterparty to the relevant Debtor then that amount shall be paid by that Hedge Counterparty to the Security Agent, treated as the proceeds of enforcement of the Transaction Security and applied in accordance with the terms of this Agreement.

(b) The payment of that amount by the Hedge Counterparty to the Security Agent in accordance with paragraph (a) above shall discharge the Hedge Counterparty's obligation to pay that amount to that Debtor.

5.12 **Terms of Hedging Agreements**

The Hedge Counterparties (to the extent party to the Hedging Agreement in question) and the Debtors party to the Hedging Agreements shall ensure that, at all times:

(a) each Hedging Agreement documents only hedging arrangements entered into for the purpose of hedging the types of liabilities described in the definition of "**Hedging Agreement**" and that no other hedging arrangements are carried out under or pursuant to a Hedging Agreement;

(b) each Hedging Agreement is based either:

(i) on an ISDA Master Agreement; or

(ii) on another framework agreement which is similar in effect to an ISDA Master Agreement;

(c) in the event of a termination of the hedging transaction entered into under a Hedging Agreement, whether as a result of:

(i) a Termination Event or an Event of Default, each as defined in the relevant Hedging Agreement (in the case of a Hedging Agreement which is based on an ISDA Master Agreement); or

(ii) an event similar in meaning and effect to either of those described in paragraph (i) above (in the case of a Hedging Agreement which is not based on an ISDA Master Agreement),

that Hedging Agreement will:

(A) if it is based on a 1992 ISDA Master Agreement, provide for payments under the "Second Method" and will make no material

amendment to section 6(e) (*Payments on Early Termination*) of the ISDA Master Agreement;

(B) if it is based on a 2002 ISDA Master Agreement, make no material amendment to section 6(e) (*Payments on Early Termination*) of the ISDA Master Agreement; or

(C) if it is not based on an ISDA Master Agreement, provide for any other method the effect of which is that the party to which that event is referable will be entitled to receive payment under the relevant termination provisions if the net replacement value of all terminated transactions entered into under that Hedging Agreement is in its favour;

(d) each Hedging Agreement will not provide for Automatic Early Termination;

(e) each Hedging Agreement will provide that the relevant Hedge Counterparty will be entitled to designate an Early Termination Date or otherwise be able to terminate each transaction under such Hedging Agreement if so required pursuant to Clause 5.10 (*Required Enforcement: Hedge Counterparties*).

5.13 **Hedge Counterparties' Guarantee and Indemnity**

Each Debtor agrees that it will be bound by the obligations set out in Schedule 5 (*Hedge Counterparties' Guarantee and Indemnity*).

6. OPTION TO PURCHASE AND HEDGE TRANSFER

6.1 **Option to purchase: Pari Passu Debt Creditors**

(a) Some or all of the Pari Passu Noteholders and Pari Passu Lenders (the "**Purchasing Secured Creditors**") may after a Distress Event, after having given all Pari Passu Noteholders and Pari Passu Lenders the opportunity to participate in such purchase, by giving not less than ten days' notice to the Security Agent, require the transfer to them (or to a nominee or nominees), in accordance with Clause 20.3 (*Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility*), of all, but not part, of the rights, benefits and obligations in respect of the Credit Facility Liabilities if:

(i) that transfer is lawful and, subject to paragraph (ii) below, otherwise permitted by the terms of the relevant Credit Facility Agreement;

(ii) any conditions relating to such a transfer contained in the relevant Credit Facility Agreement are complied with, other than:

(A) any requirement to obtain the consent of, or consult with, any Debtor or other member of the Group relating to such transfer, which consent or consultation shall not be required; and

(B) to the extent to which the Purchasing Secured Creditors provide cash cover for any Letter of Credit or Bank Guarantee, the consent of the Issuing Bank which issued that Letter of Credit or Bank Guarantee relating to such transfer; and

(C) any condition more onerous than those contained in clause 29 (*Changes to the Lenders*) of the original form of the Initial Revolving Facility Agreement;

(iii) the relevant Creditor Representative, on behalf of the Credit Facility Lenders, is paid an amount by the Purchasing Secured Creditors equal to the aggregate of:

(A) any amounts provided as cash cover by the Purchasing Secured Creditors for any Letter of Credit or Bank Guarantee (as envisaged in paragraph (ii)(B) above);

(B) all of the Credit Facility Liabilities at that time (whether or not due), including all amounts that would have been payable under the Credit Facility Documents if the Credit Facility Liabilities were being prepaid by the relevant Debtors on the date of that payment; and

(C) all costs and expenses (including legal fees) incurred by the relevant Credit Facility Agent and/or the Credit Facility Lenders as a consequence of giving effect to that transfer;

(iv) as a result of that transfer the Credit Facility Lenders have no further actual or contingent liability to any Debtor under the relevant Debt Documents;

(v) an indemnity is provided by the Purchasing Secured Creditors (or by another third party acceptable to all the Credit Facility Lenders) in a form satisfactory to each Credit Facility Lender in respect of all losses which may be sustained or incurred by any Credit Facility Lender in consequence of any sum received or recovered by any Credit Facility Lender from any person being required (or it being alleged that it is required) to be paid back by or clawed back from any Credit Facility Lender for any reason; and

(vi) the transfer is made without recourse to, or representation or warranty from, the Credit Facility Lenders, except that each Credit Facility Lender shall be deemed to have represented and warranted on the date of that transfer that it has the corporate power to effect that transfer and it has taken all necessary action to authorise the making by it of that transfer.

(b) The Creditor Representatives in respect of the Credit Facilities shall, at the request of the Purchasing Secured Creditors notify the Pari Passu Noteholders and Pari Passu Lenders of:

(i) the sum of the amounts described in paragraphs (a)(iii)(B) and (C) above; and

(ii) the amount of each Letter of Credit or Bank Guarantee for which cash cover is to be provided by all the Purchasing Secured Creditors.

(c) If more than one Purchasing Secured Creditor wishes to exercise the option to purchase the Credit Facility Liabilities in accordance with paragraph (a) above, each such Purchasing Secured Creditor shall:

(i) acquire the Credit Facility Liabilities *pro rata*, in the proportion that its Pari Passu Credit Participation bears to the aggregate Pari Passu Credit Participations of all the Purchasing Secured Creditors; and

(ii) inform the Senior Secured Note Trustee in accordance with the terms of the Senior Secured Note Indenture or the relevant Creditor Representative(s) in accordance with the terms of the relevant Pari Passu Debt Documents, who will determine (consulting with each other as required) the appropriate share of the Credit Facility Liabilities to be acquired by each such Purchasing Secured Creditor and who shall inform each such Purchasing Secured Creditor accordingly,

and the Senior Secured Note Trustee or the relevant Creditor Representative(s) (as applicable) shall promptly inform the Creditor Representatives of the Credit Facility Lenders and the Hedge Counterparties of the Purchasing Secured Creditors' intention to exercise the option to purchase the Credit Facility Liabilities.

6.2 **Hedge Transfer: Pari Passu Debt Creditors**

(a) The Purchasing Secured Creditors may, by giving not less than ten days' notice to the Security Agent, require a Hedge Transfer:

(i) if either:

(A) the Purchasing Secured Creditors require, at the same time, a Credit Facility Lender Liabilities Transfer; or

(B) the Purchasing Secured Creditors require that Hedge Transfer at any time on or after the Credit Facility Lender Discharge Date; and

(ii) if:

(A) that transfer is lawful and otherwise permitted by the terms of the relevant Hedging Agreements in which case no Debtor or other member of the Group shall be entitled to withhold its consent to that transfer;

(B) any conditions (other than the consent of, or any consultation with, any Debtor or other member of the Group) relating to that transfer contained in the relevant Hedging Agreements are complied with;

(C) each Super Senior Hedge Counterparty is paid (in the case of a positive number) or pays (in the case of a negative number) an amount equal to the aggregate of (i) the Hedging Purchase Amount in respect of the hedging transactions under the relevant Hedging Agreement at that time and (ii) all costs and expenses (including legal fees) incurred as a consequence of giving effect to that transfer;

(D) as a result of that transfer, the Super Senior Hedge Counterparties have no further actual or contingent liability to any Debtor under the relevant Hedging Agreements;

(E) an indemnity is provided from each Purchasing Secured Creditor which is receiving (or for which a nominee is receiving) that transfer (or from another third party acceptable to the relevant Super Senior Hedge Counterparty) in a form satisfactory to the relevant Super Senior Hedge Counterparty in respect of all losses which may be sustained or incurred by that Super Senior Hedge Counterparty in

consequence of any sum received or recovered by that Super Senior Hedge Counterparty being required (or it being alleged that it is required) to be paid back by or clawed back from the Super Senior Hedge Counterparty for any reason; and

(F) that transfer is made without recourse to, or representation or warranty from, the relevant Super Senior Hedge Counterparty, except that the relevant Super Senior Hedge Counterparty shall be deemed to have represented and warranted on the date of that transfer that it has the corporate power to effect that transfer and it has taken all necessary action to authorise the making by it of that transfer.

(b) The Purchasing Secured Creditors and any Super Senior Hedge Counterparty may agree (in respect of the relevant Hedging Agreements (or one or more of them) to which that Super Senior Hedge Counterparty is a party) that a Hedge Transfer required by the Purchasing Secured Creditors pursuant to paragraph (a) above shall not apply to that Hedging Agreement(s) or to the Super Senior Hedging Liabilities and Super Senior Hedge Counterparty Obligations under that Hedging Agreement(s).

SECTION 3
OTHER CREDITORS

7. INTRA-GROUP LENDERS AND INTRA-GROUP LIABILITIES

7.1 Restriction on Payment: Intra-Group Liabilities

Prior to the Final Discharge Date, the Debtors shall not, and shall procure that no other member of the Group will, make any Payments of the Intra-Group Liabilities at any time unless:

(a) that Payment is permitted under Clause 7.2 (*Permitted Payments: Intra-Group Liabilities*); or

(b) the taking or receipt of that Payment is permitted under paragraph (c) of Clause 7.7 (*Permitted Enforcement: Intra-Group Lenders*).

7.2 Permitted Payments: Intra-Group Liabilities

(a) Subject to paragraph (b) below, the Debtors may, and may permit any other member of the Group to, make Payments in respect of the Intra-Group Liabilities (whether of principal, interest or otherwise) from time to time.

(b) Payments in respect of the Intra-Group Liabilities may not be made pursuant to paragraph (a) above if, at the time of the Payment, a Distress Event has occurred unless:

(i) the Required Super Senior Creditors and the Required Pari Passu Creditors consent to that Payment being made; or

(ii) that Payment is made to facilitate the making of a Permitted Credit Facility Payment, a Permitted Hedge Payment or a Permitted Pari Passu Debt Payment.

(c) Nothing in this Agreement shall prevent the capitalisation, write-off, waiver, release, transfer or other disposal in whole or part of any Intra-Group Liabilities (including, without limitation, in connection with a Permitted Transaction) unless a Distress Event has occurred.

(d) Nothing in this Clause 7.2 shall prevent the Intra-Group Liabilities of a Debtor from being reduced in accordance with the provisions of paragraph (c) of clause 23.11 (*Guarantee Limitations*) of the Initial Revolving Facility Agreement, schedule II to the Senior Secured Note Indenture and/or any Equivalent Provision of any other Credit Facility Agreement, Pari Passu Facility Agreement or Pari Passu Note Indenture.

7.3 Payment obligations continue

No Debtor shall be released from the liability to make any Payment (including of default interest, which shall continue to accrue) under any Debt Document by the operation of Clauses 7.1 (*Restriction on Payment: Intra-Group Liabilities*) and 7.2 (*Permitted Payments: Intra-Group Liabilities*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

7.4 **Acquisition of Intra-Group Liabilities**

(a) Subject to paragraph (b) below, each Debtor may, and may permit any other member of the Group to:

(i) enter into any Liabilities Acquisition; or

(ii) beneficially own all or any part of the share capital of a company that is party to a Liabilities Acquisition,

in respect of any Intra-Group Liabilities at any time.

(b) Subject to paragraph (c) below, no action described in paragraph (a) above may take place in respect of any Intra-Group Liabilities if:

(i) that action would constitute a breach of any Credit Facility Agreement, Pari Passu Note Indenture or Pari Passu Facility Agreement; or

(ii) at the time of that action, a Distress Event has occurred.

(c) The restrictions in paragraph (b) above shall not apply if:

(i) the Required Super Senior Creditors and the Required Pari Passu Creditors consent to that action; or

(ii) that action is taken to facilitate the making of a Permitted Credit Facility Payment, a Permitted Hedge Payment or a Permitted Pari Passu Debt Payment.

7.5 **Security: Intra-Group Lenders**

Prior to the Final Discharge Date, the Intra-Group Lenders may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of the Intra-Group Liabilities unless:

(a) that Security, guarantee, indemnity or other assurance against loss is not prohibited by the Credit Facility Agreement(s), the Pari Passu Facility Agreement(s) and the Pari Passu Note Indenture(s); or

(b) to the extent that Security, guarantee, indemnity or other assurance against loss is prohibited by any Credit Facility Agreement, any Pari Passu Facility Agreement or any Pari Passu Note Indenture, the prior consent of the relevant Creditor Representative(s) is obtained.

7.6 **Restriction on enforcement: Intra-Group Lenders**

Subject to Clause 7.7 (*Permitted Enforcement: Intra-Group Lenders*), none of the Intra-Group Lenders shall be entitled to take any Enforcement Action in respect of any of the Intra-Group Liabilities at any time prior to the Final Discharge Date except for any Enforcement Action set out in paragraphs (a)(v) and (vi) of the definition of "Enforcement Action" in respect of any Payment of Intra-Group Liabilities which at the time of such Enforcement Action would be permitted under Clause 7.2 (*Permitted Payments: Intra-Group Liabilities*).

7.7 **Permitted Enforcement: Intra-Group Lenders**

After the occurrence of an Insolvency Event in relation to any Debtor, each Intra-Group Lender may (unless otherwise directed by the Security Agent or unless the Security Agent has taken, or has given notice that it intends to take, action on behalf of that Intra-Group Lender in accordance with Clause 9.5 (*Filing of claims*)), exercise any right it may otherwise have against that Debtor to:

(a) accelerate any of that Debtor's Intra-Group Liabilities or declare them prematurely due and payable or payable on demand;

(b) make a demand under any guarantee, indemnity or other assurance against loss given by that Debtor in respect of any Intra-Group Liabilities;

(c) exercise any right of set-off or take or receive any Payment in respect of any Intra-Group Liabilities of that Debtor; or

(d) claim and prove in the liquidation of that Debtor for the Intra-Group Liabilities owing to it.

7.8 **Representations: Intra-Group Lenders**

Each Intra-Group Lender represents and warrants to the Primary Creditors and the Security Agent that:

(a) it is a corporation or partnership, duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation;

(b) subject to the Legal Reservations, the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations; and

(c) the entry into and performance by it of this Agreement does not conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any agreement or instrument binding on it or any of its assets, in each case, to an extent or in a manner which has a Material Adverse Effect (as defined in the Initial Revolving Facility Agreement **provided that**, after the Revolving Lender Discharge Date, if any other Credit Facility Agreement includes an Equivalent Provision, such Equivalent Provision shall apply).

7.9 **Swedish Limitations**

Notwithstanding anything to the contrary herein, the obligations and liabilities of any member of the Group incorporated in Sweden (a "**Swedish Group Member**") in its capacity as Intra-Group Lender and/or in respect of any indemnity and/or any obligation to pay any cost or expenses of any other member of the Group (other than a wholly owned Subsidiary of that Swedish Group Member) in accordance with the terms of this Agreement (together the "**Indemnified Obligations**") shall be limited, if (and only if) required by the provisions of the Swedish Companies Act (Sw. Aktiebolagslagen (2005:551)) (the "**Swedish Companies Act**") regulating unlawful distribution of assets within the meaning of Chapter 17, Sections 1-4 (or

its equivalent from time to time) of the Swedish Companies Act, and it is understood that any obligation or liability of any Swedish Group Members to discharge or release any Indemnified Obligations only applies to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

7.10 **Notice of Transaction Security under the Receivables Assignment**

This Agreement constitutes notice by the Company to each Subsidiary of the Company which is party to this Agreement and a debtor in respect of any Loan Receivable made by the Company (the "**Loan Receivable Debtors**") of the Transaction Security created pursuant to any Receivables Assignment in respect of the Loan Receivables outstanding from time to time. The Loan Receivable Debtors hereby acknowledge receipt of such notice.

7.11 **No prohibition or restriction on dealing with the Loan Receivables**

For the avoidance of doubt, nothing in this Agreement or any Receivables Assignment shall, or shall be construed to, prohibit or restrict any payment, prepayment, repayment, repurchase, redemption, defeasance, discharge, capitalisation, write-off, waiver, release, transfer or other disposal (in each case, in whole or in part) of any Loan Receivable until the occurrence of a Distress Event.

8. **SUBORDINATED LIABILITIES**

8.1 **Restriction on Payment: Subordinated Liabilities**

Prior to the Final Discharge Date, neither the Company nor any other Debtor shall, and the Company shall procure that no other member of the Group will, make any Payment of the Subordinated Liabilities at any time unless:

(a) that Payment is permitted under Clause 8.2 (*Permitted Payments: Subordinated Liabilities*); or

(b) the taking or receipt of that Payment is permitted under Clause 8.8 (*Permitted Enforcement: Subordinated Creditors*).

8.2 **Permitted Payments: Subordinated Liabilities**

The Company may make Payments in respect of the Subordinated Liabilities then due and any other Debtor may, and the Company may permit any other member of the Group to, make Payments on behalf of the Company in respect of the Subordinated Liabilities then due if, in each case:

(a) the Payment is not prohibited by the Credit Facility Agreement(s), the Pari Passu Facility Agreement(s) and the Pari Passu Note Indenture(s); or

(b) to the extent the Payment is prohibited by any Credit Facility Agreement, Pari Passu Facility Agreement or Pari Passu Note Indenture, the relevant Creditor Representative(s) consent to that Payment being made.

8.3 **Payment obligations continue**

Neither the Company nor any other Debtor shall be released from the liability to make any Payment (including of default interest, which shall continue to accrue) under any Debt Document by the operation of Clauses 8.1 (*Restriction on Payment: Subordinated Liabilities*)

and 8.2 (*Permitted Payments: Subordinated Liabilities*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

8.4 **No acquisition of Subordinated Liabilities**

Prior to the Final Discharge Date, the Debtors shall not, and shall procure that no other member of the Group will:

(a) enter into any Liabilities Acquisition; or

(b) beneficially own all or any part of the share capital of a company that is party to a Liabilities Acquisition,

in respect of any of the Subordinated Liabilities, unless (i) not prohibited under the Primary Documents or (ii) to the extent prohibited under any Primary Document(s), the prior consent of the relevant Creditor Representative(s) is obtained.

8.5 **Amendments and Waivers: Subordinated Creditors**

Prior to the Final Discharge Date, the Subordinated Creditors may not amend, waive or agree the terms of any Subordinated Document in a manner or to an extent which would result in:

(a) any Payment of Subordinated Liabilities which is prohibited by any Credit Facility Agreement (unless the consent of the relevant Creditor Representative is obtained), any Pari Passu Facility Agreement (unless the consent of the relevant Creditor Representative is obtained) or any Pari Passu Note Indenture (unless the consent of the relevant Creditor Representative is obtained);

(b) any Debtor being subject to obligations which would conflict with any provisions of this Agreement; or

(c) the ranking or subordination provided for in this Agreement being affected in any way that is adverse to the interests of the Primary Creditors,

in each case, without the prior consent of the Required Super Senior Creditors and the Required Pari Passu Creditors.

8.6 **Security: Subordinated Creditors**

The Subordinated Creditors may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss from any member of the Group in respect of any of the Subordinated Liabilities prior to the Final Discharge Date.

8.7 **Restriction on Enforcement: Subordinated Creditors**

Subject to Clause 8.8 (*Permitted Enforcement: Subordinated Creditors*), no Subordinated Creditor shall be entitled to take any Enforcement Action in respect of any of the Subordinated Liabilities at any time prior to the Final Discharge Date.

8.8 **Permitted Enforcement: Subordinated Creditors**

After the occurrence of an Insolvency Event in relation to any Debtor, each Subordinated Creditor may (unless otherwise directed by the Security Agent or unless the Security Agent has taken, or has given notice that it intends to take, action on behalf of that Subordinated

Creditor in accordance with Clause 9.5 (*Filing of claims*)) exercise any right it may otherwise have in respect of that Debtor to:

(a) accelerate any of that Debtor's Subordinated Liabilities or declare them prematurely due and payable or payable on demand;

(b) make a demand under any guarantee, indemnity or other assurance against loss given by that Debtor in respect of any Subordinated Liabilities;

(c) exercise any right of set-off or take or receive any Payment in respect of any Subordinated Liabilities of that Debtor; or

(d) claim and prove in the liquidation of that Debtor for the Subordinated Liabilities owing to it.

8.9 **Capitalisation**

Nothing in this Agreement (including, without limitation, this Clause 8) will prevent the roll-up or capitalisation or payment by way of the issue of shares of any Subordinated Liabilities or the forgiveness, waiver or write-off of any Subordinated Liabilities.

8.10 **Representations: Subordinated Creditors**

Each Subordinated Creditor represents and warrants to the Primary Creditors and the Security Agent that:

(a) it is a corporation, partnership or fund duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation;

(b) the obligations expressed to be assumed by it in this Agreement are, subject to any general principles of law limiting its obligations which are applicable to creditors generally and the Legal Reservations, legal, valid, binding and enforceable obligations; and

(c) the entry into and performance by it of this Agreement does not conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any agreement or instrument binding on it or any of its assets, in each case, to an extent or in a manner which has a material adverse effect on (x) its ability to perform its obligations under this Agreement or (y) the validity or enforceability against it of this Agreement or the rights or remedies of any Primary Creditor against it under this Agreement.

SECTION 4
INSOLVENCY, TURNOVER AND ENFORCEMENT

9. EFFECT OF INSOLVENCY EVENT

9.1 Credit Facility Cash Cover

This Clause 9 is subject to Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*) and Clause 19.5 (*Turnover obligations*).

9.2 Distributions

(a) After the occurrence of an Insolvency Event in relation to any member of the Group, any Party entitled to receive a distribution out of the assets of that member of the Group (in the case of a Primary Creditor, only to the extent that such amount constitutes Enforcement Proceeds) in respect of Liabilities owed to that Party shall, to the extent it is able to do so, direct the person responsible for the distribution of the assets of that member of the Group to make that distribution to the Security Agent (or to such other person as the Security Agent shall direct) until the Liabilities owing to the Secured Parties have been paid in full.

(b) The Security Agent shall apply distributions made to it under paragraph (a) above in accordance with Clause 16 (*Application of Proceeds*).

9.3 Set-Off

(a) Subject to paragraph (b) below, to the extent that any member of the Group's Liabilities are discharged by way of set-off (mandatory or otherwise) after the occurrence of an Insolvency Event in relation to that member of the Group, any Creditor which benefited from that set-off shall (in the case of a Primary Creditor, only to the extent that such amount constitutes Enforcement Proceeds) pay an amount equal to the amount of the Liabilities owed to it which are discharged by that set-off to the Security Agent for application in accordance with Clause 16 (*Application of Proceeds*).

(b) Paragraph (a) above shall not apply to:

(i) any such discharge of the Multi-account Overdraft Liabilities to the extent that the relevant discharge represents a reduction of the Gross Outstandings of a Multi-account Overdraft to or towards an amount equal to its Net Outstandings;

(ii) any Close-Out Netting by a Hedge Counterparty or a Hedging Ancillary Lender;

(iii) any Payment Netting by a Hedge Counterparty or a Hedging Ancillary Lender;

(iv) any Inter-Hedging Agreement Netting by a Hedge Counterparty; and

(v) any Inter-Hedging Ancillary Document Netting by a Hedging Ancillary Lender.

9.4 **Non-cash distributions**

If the Security Agent or any other Secured Party receives a distribution in a form other than cash in respect of any of the Liabilities, the Liabilities will not be reduced by that distribution until and except to the extent that the realisation proceeds are actually applied towards the Liabilities.

9.5 **Filing of claims**

Without prejudice to any Ancillary Lender's right of netting or set-off relating to a Multi-account Overdraft (to the extent that the netting or set-off represents a reduction of the Gross Outstandings of that Multi-account Overdraft to or towards an amount equal to its Net Outstandings), after the occurrence of an Insolvency Event in relation to any member of the Group, each Creditor irrevocably authorises the Security Agent, on its behalf, to (in each case, to the extent permitted by applicable laws):

(a) take any Enforcement Action (in accordance with the terms of this Agreement and the relevant Debt Documents to which such Creditor is a party) against that member of the Group;

(b) demand, sue, prove and give receipt for any or all of that member of the Group's Liabilities;

(c) collect and receive all distributions on, or on account of, any or all of that member of the Group's Liabilities; and

(d) file claims, take proceedings and do all other things the Security Agent considers reasonably necessary to recover that member of the Group's Liabilities.

9.6 **Further assurance - Insolvency Event**

Each Creditor will:

(a) do all things that the Security Agent reasonably requests in order to give effect to this Clause 9; and

(b) if the Security Agent is not entitled to take any of the actions contemplated by this Clause 9 or if the Security Agent requests that a Creditor take that action, undertake that action itself in accordance with the instructions of the Security Agent or grant a power of attorney to the Security Agent (on such terms as the Security Agent may reasonably require) to enable the Security Agent to take such action.

9.7 **Security Agent instructions**

For the purposes of Clause 9.2 (*Distributions*), Clause 9.5 (*Filing of claims*) and Clause 8.6 (*Further assurance – Insolvency Event*) the Security Agent shall act:

(a) on the instructions of the Instructing Group; or

(b) in the absence of any such instructions, as the Security Agent sees fit.

9.8 **U.S. Provisions**

This Agreement is intended to be and shall constitute a "subordination agreement" for the purposes of Section 510(a) of the U.S. Bankruptcy Code and shall be enforceable in any insolvency proceeding under the U.S. Bankruptcy Code in accordance with its terms.

10. TURNOVER OF RECEIPTS

10.1 Credit Facility Cash Cover

This Clause 10 is subject to Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*) and Clause 19.5 (*Turnover Obligations*).

10.2 Turnover by the Primary Creditors

Subject to Clause 10.4 (*Exclusions*) and Clause 10.5 (*Permitted assurance and receipts*), if at any time prior to the Final Discharge Date, any Primary Creditor receives or recovers any Enforcement Proceeds except in accordance with Clause 16 (*Application of Proceeds*), that Primary Creditor will:

(a) in relation to receipts and recoveries not received or recovered by way of set-off:

(i) hold an amount of that receipt or recovery equal to the Relevant Liabilities (or if less, the amount received or recovered) on trust for the Security Agent and promptly pay or distribute that amount to the Security Agent for application in accordance with the terms of this Agreement; and

(ii) promptly pay or distribute an amount equal to the amount (if any) by which the receipt or recovery exceeds the Relevant Liabilities to the Security Agent for application in accordance with the terms of this Agreement; and

(b) in relation to receipts and recoveries received or recovered by way of set-off, promptly pay an amount equal to that recovery to the Security Agent for application in accordance with the terms of this Agreement.

10.3 Turnover by the other Creditors

Subject to Clause 10.4 (*Exclusions*) and Clause 10.5 (*Permitted assurance and receipts*), if at any time prior to the Final Discharge Date, any Creditor other than a Primary Creditor receives or recovers:

(a) any Payment or distribution of, or on account of or in relation to, any of the Intra-Group Liabilities or Subordinated Liabilities which is neither:

(i) a Permitted Payment; nor

(ii) made in accordance with Clause 16 (*Application of Proceeds*);

(b) other than where paragraph (a) of Clause 9.3 (*Set-Off*) applies, any amount by way of set-off in respect of any of the Intra-Group Liabilities or Subordinated Liabilities owed to it which does not give effect to a Permitted Payment;

(c) notwithstanding paragraphs (a) and (b) above, and other than where paragraph (a) of Clause 9.3 (*Set-Off*) applies, any amount:

(i) on account of, or in relation to, any of the Intra-Group Liabilities or Subordinated Liabilities:

(A) after the occurrence of a Distress Event; or

(B) as a result of any other litigation or proceedings against a member of the Group (other than after the occurrence of an Insolvency Event in respect of that member of the Group); or

(ii) by way of set-off in respect of any of the Liabilities owed to it after the occurrence of a Distress Event,

other than, in each case, any amount received or recovered in accordance with Clause 16 (*Application of Proceeds*);

(d) the proceeds of any enforcement of any Transaction Security except in accordance with Clause 16 (*Application of Proceeds*); or

(e) other than where paragraph (a) of Clause 9.3 (*Set-Off*) applies, any distribution or Payment of, or on account of or in relation to, any of the Intra-Group Liabilities or Subordinated Liabilities owed by any member of the Group which is not in accordance with Clause 16 (*Application of Proceeds*) and which is made as a result of, or after, the occurrence of an Insolvency Event in respect of that member of the Group,

that Creditor will:

(i) in relation to receipts and recoveries not received or recovered by way of set-off:

(A) hold an amount of that receipt or recovery equal to the Relevant Liabilities (or if less, the amount received or recovered) on trust for the Security Agent and promptly pay or distribute that amount to the Security Agent for application in accordance with the terms of this Agreement; and

(B) promptly pay or distribute an amount equal to the amount (if any) by which the receipt or recovery exceeds the Relevant Liabilities to the Security Agent for application in accordance with the terms of this Agreement; and

(ii) in relation to receipts and recoveries received or recovered by way of set-off, promptly pay an amount equal to that recovery to the Security Agent for application in accordance with the terms of this Agreement.

10.4 **Exclusions**

Clause 10.2 (*Turnover by the Primary Creditors*) and Clause 10.3 (*Turnover by other Creditors*) shall not apply to any receipt or recovery:

(a) by way of:

(i) Close-Out Netting by a Hedge Counterparty or a Hedging Ancillary Lender;

(ii) Payment Netting by a Hedge Counterparty or a Hedging Ancillary Lender;

(iii) Inter-Hedging Agreement Netting by a Hedge Counterparty; or

(iv) Inter-Hedging Ancillary Document Netting by a Hedging Ancillary Lender; or

(b) by an Ancillary Lender by way of that Ancillary Lender's right of netting or set-off relating to a Multi-account Overdraft (to the extent that that netting or set-off represents a reduction of the Gross Outstandings of that Multi-account Overdraft to or towards an amount equal to its Net Outstandings); or

(c) made in accordance with Clause 17 (*Equalisation*).

10.5 **Permitted assurance and receipts**

Nothing in this Agreement shall restrict the ability of any Primary Creditor to:

(a) arrange with any person which is not a member of the Group any assurance against loss in respect of, or reduction of its credit exposure to, a Debtor (including assurance by way of credit based derivative or sub-participation); or

(b) make any assignment or transfer permitted by Clause 20 (*Changes to the Parties*),

(i) which is not prohibited by:

(A) the Credit Facility Agreement(s); and

(B) the Pari Passu Facility Agreement(s) and the Pari Passu Note Indenture(s); and

(ii) is not in breach of Clause 5.5 (*No acquisition of Hedging Liabilities*),

and that Primary Creditor shall not be obliged to account to any other Party for any sum received by it as a result of that action.

10.6 **Amounts received by Debtors**

If any of the Debtors receives or recovers any amount which, under the terms of any of the Debt Documents, should have been paid to the Security Agent, that Debtor will:

(a) hold an amount of that receipt or recovery equal to the Relevant Liabilities (or if less, the amount received or recovered) on trust for the Security Agent and promptly pay that amount to the Security Agent for application in accordance with the terms of this Agreement; and

(b) promptly pay an amount equal to the amount (if any) by which the receipt or recovery exceeds the Relevant Liabilities to the Security Agent for application in accordance with the terms of this Agreement.

10.7 **Saving provision**

If, for any reason, any of the trusts expressed to be created in this Clause 10 should fail or be unenforceable, the affected Creditor or Debtor will promptly pay or distribute an amount equal to that receipt or recovery to the Security Agent to be held on trust by the Security Agent for application in accordance with the terms of this Agreement.

11. REDISTRIBUTION

11.1 Recovering Creditor's rights

(a) Any amount paid or distributed by a Creditor (a "**Recovering Creditor**") to the Security Agent under Clause 9 (*Effect of Insolvency Event*) or Clause 10 (*Turnover of Receipts*) shall be treated as having been paid or distributed by the relevant Debtor and shall be applied by the Security Agent in accordance with Clause 16 (*Application of Proceeds*).

(b) If permitted by applicable law, on an application by the Security Agent pursuant to Clause 16 (*Application of Proceeds*) of a Payment or distribution received by a Recovering Creditor from a Debtor, as between the relevant Debtor and the Recovering Creditor an amount equal to the amount received or recovered by the Recovering Creditor and paid or distributed to the Security Agent by the Recovering Creditor (the "**Shared Amount**") will be treated as not having been paid or distributed by that Debtor.

11.2 Reversal of redistribution

(a) If any part of the Shared Amount received or recovered by a Recovering Creditor becomes repayable or returnable to a Debtor and is repaid or returned by that Recovering Creditor to that Debtor, then:

(i) each Party that received any part of that Shared Amount pursuant to an application by the Security Agent of that Shared Amount under Clause 11.1 (*Recovering Creditor's rights*) (a "**Sharing Party**") shall (subject to Clause 19 (*Pari Passu Note Trustee Protections*)), upon request of the Security Agent, pay or distribute to the Security Agent for the account of that Recovering Creditor an amount equal to the appropriate part of its share of the Shared Amount (together with an amount as is necessary to reimburse that Recovering Creditor for its proportion of any interest on the Shared Amount which that Recovering Creditor is required to pay) (the "**Redistributed Amount**"); and

(ii) as between the relevant Debtor and each relevant Sharing Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid or distributed by that Debtor.

(b) The Security Agent shall not be obliged to pay or distribute any Redistributed Amount to a Recovering Creditor under paragraph (a)(i) above until it has been able to establish to its satisfaction that it has actually received that Redistributed Amount from the relevant Sharing Party.

11.3 Deferral of subrogation

(a) No Creditor (other than a Subordinated Creditor or Intra-Group Lender) or Debtor will exercise any rights which it may have by reason of the performance by it of its obligations under the Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights under the Debt Documents of any Creditor (other than a Subordinated Creditor or Intra-Group Lender) which ranks ahead of it in accordance with the priorities set out in Clause 2 (*Ranking and Priority*) or the order of application in Clause 16 (*Application of Proceeds*) until such time as all of the Liabilities owing to each prior ranking Creditor (or, in the case of

any Debtor, owing to each Creditor (other than a Subordinated Creditor or Intra-Group Lender)) have been irrevocably discharged in full.

(b) No Subordinated Creditor or Intra-Group Lender will exercise any rights which it may have to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights under the Debt Documents of any Creditor until such time as all of the Liabilities owing to each Creditor (other than a Subordinated Creditor or Intra-Group Lender) have been irrevocably discharged in full.

12. ENFORCEMENT OF TRANSACTION SECURITY

12.1 Credit Facility Cash Cover

This Clause 12 is subject to Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*).

12.2 Instructions to enforce

(a) If either the Majority Super Senior Creditors or the Majority Pari Passu Creditors wish to issue Enforcement Instructions, the Creditor Representatives (and, if applicable, Hedge Counterparties) representing the Primary Creditors comprising the Majority Super Senior Creditors or Majority Pari Passu Creditors (as the case may be) shall deliver a copy of those proposed Enforcement Instructions (an "**Initial Enforcement Notice**") to the Security Agent and the Security Agent shall promptly forward such Initial Enforcement Notice to each Creditor Representative and each Hedge Counterparty which did not deliver such Initial Enforcement Notice.

(b) Subject to paragraphs (c), (d) and (e) below, the Security Agent will act in accordance with Enforcement Instructions received from the Majority Pari Passu Creditors.

(c) If:

(i) the Majority Pari Passu Creditors have not either:

(A) made a determination as to the method of Enforcement they wish to instruct the Security Agent to pursue (and notified the Security Agent of that determination in writing); or

(B) appointed a Financial Adviser to assist them in making such a determination,

within three months of the date of the Initial Enforcement Notice; or

(ii) the Super Senior Discharge Date has not occurred within six months of the date of the Initial Enforcement Notice,

then the Security Agent will act in accordance with Enforcement Instructions received from the Majority Super Senior Creditors until the Super Senior Discharge Date has occurred.

(d) If an Insolvency Event (other than an Insolvency Event directly caused by any Enforcement Action taken by or at the request or direction of a Super Senior Creditor) is continuing with respect to a Debtor then the Security Agent will, to the extent the Majority Super Senior Creditors elect to provide such Enforcement

Instructions, act in accordance with Enforcement Instructions received from the Majority Super Senior Creditors until the Super Senior Discharge Date has occurred.

(e) If the Majority Pari Passu Creditors have not either:

(i) made a determination as to the method of Enforcement they wish to instruct the Security Agent to pursue (and notified the Security Agent of that determination in writing); or

(ii) appointed a Financial Adviser to assist them in making such a determination,

and the Majority Super Senior Creditors:

(A) determine in good faith (and notify the other Creditor Representatives, the Hedge Counterparties and the Security Agent) that a delay in issuing Enforcement Instructions could reasonably be expected to have a material adverse effect on the ability to effect a Distressed Disposal or on the expected realisation proceeds of any Enforcement; and

(B) deliver Enforcement Instructions which they reasonably believe to be consistent with the Enforcement Principles and necessary or advisable to enhance the prospects of achieving the Enforcement Objective before the Security Agent has received any Enforcement Instructions from the Majority Pari Passu Creditors,

then the Security Agent will act in accordance with the Enforcement Instructions received from the Majority Super Senior Creditors until the Super Senior Discharge Date has occurred.

12.3 **Enforcement Instructions**

(a) The Security Agent may refrain from enforcing the Transaction Security or taking any other action as to Enforcement unless instructed otherwise by the Instructing Group in accordance with Clause 12.2 (*Instructions to enforce*).

(b) Subject to Clause 12.2 (*Instructions to enforce*) and subject to the Transaction Security having become enforceable in accordance with its terms, the Instructing Group may give or refrain from giving instructions to the Security Agent to take action as to Enforcement in accordance with the Enforcement Principles as they see fit by way of the issuance of Enforcement Instructions.

(c) The Security Agent is entitled to rely on and comply with instructions given in accordance with this Clause 12.3.

12.4 **Manner of enforcement**

If the Transaction Security is being enforced or other action as to Enforcement is being taken pursuant to Clause 13.3 (*Enforcement Instructions*), the Security Agent shall enforce the Transaction Security or take other action as to Enforcement in such manner (including, without limitation, to the extent permitted under applicable law, the selection of any administrator (or any analogous officer in any jurisdiction) of any Debtor to be appointed by the Security Agent) as the Instructing Group shall instruct (**provided that** such instructions are consistent with the Enforcement Principles) or, in the absence of any such instructions, as

the Security Agent considers in its discretion to be appropriate and consistent with the Enforcement Principles.

12.5 **Waiver of rights**

To the extent permitted under applicable law and subject to Clause 12.3 (*Enforcement Instructions*), Clause 12.4 (*Manner of enforcement*), Clause 14.2 (*Proceeds of Distressed Disposals and Debt Disposals*), Clause 14.3 (*Fair value*) and Clause 16 (*Application of Proceeds*), each of the Secured Parties and the Debtors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

12.6 **Duties owed**

Each of the Secured Parties and the Debtors acknowledges that, in the event that the Security Agent enforces or is instructed to enforce the Transaction Security, the duties of the Security Agent and of any Receiver or Delegate owed to them in respect of the method, type and timing of that enforcement or of the exploitation, management or realisation of any of that Transaction Security shall, subject to Clause 14.2 (*Proceeds of Distressed Disposals and Debt Disposals*) and Clause 14.3 (*Fair value*), be no different to or greater than the duty that is owed by the Security Agent, Receiver or Delegate to the Debtors under general law.

12.7 **Enforcement through Security Agent only**

(a) The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the Transaction Security Documents except through the Security Agent.

(b) If requested by the Security Agent, each Secured Party will grant a power of attorney to the Security Agent (on such terms as the Security Agent may reasonably require) to enable the Security Agent to take any action contemplated by this Clause 12 under applicable law (and, with respect to any claim against a Debtor incorporated in Spain, such power of attorney shall be notarised and apostilled).

12.8 **Alternative Enforcement Actions**

After the Security Agent has commenced Enforcement, it shall not accept any subsequent instructions as to Enforcement (save in the case where paragraph (c) of Clause 12.2 (*Instructions to enforce*) applies) from anyone other than the Instructing Group that instructed it to commence such enforcement of the Transaction Security, regarding any other enforcement of the Transaction Security over or relating to shares or assets directly or indirectly the subject of the enforcement of the Transaction Security which has been commenced (and, for the avoidance of doubt, during any enforcement of the Transaction Security only paragraph (b) of the definition of "Instructing Group" shall be applicable in relation to any instructions given to the Security Agent by the Instructing Group under this Agreement).

SECTION 5
NON-DISTRESSED DISPOSALS, DISTRESSED DISPOSALS AND CLAIMS

13. NON-DISTRESSED DISPOSALS

13.1 Definitions

In this Clause 13:

(a) "**Disposal Proceeds**" means the proceeds of a Non-Distressed Disposal; and

(b) "**Non-Distressed Disposal**" means a disposal of:

(i) an asset of a member of the Group; or

(ii) an asset which is subject to the Transaction Security,

where:

(A) a director or another authorised signatory of the Company certifies for the benefit of the Security Agent that the disposal and, if the disposal is of Charged Property, the release of the Transaction Security, is not prohibited under any Credit Facility Agreement (or the consent of the relevant Creditor Representative has been obtained), is not prohibited under any Pari Passu Facility Agreement (or the consent of the relevant Creditor Representative has been obtained) and is not prohibited under any Pari Passu Note Indenture (or the consent of the relevant Creditor Representative has been obtained); and

(B) that disposal is not a Distressed Disposal.

13.2 Facilitation of Non-Distressed Disposals

(a) If a disposal of an asset is a Non-Distressed Disposal, the Security Agent (on behalf of itself and the Secured Parties) hereby agrees (and is irrevocably authorised and instructed to do so without any consent, sanction, authority or further confirmation from any Creditor, other Secured Party or Debtor) that it shall (at the request and cost of the relevant Debtor or the Company) promptly (and, for the avoidance of doubt, subject to paragraph (b) below):

(i) release the Transaction Security and/or any other claim relating to a Debt Document over that asset;

(ii) where that asset consists of shares in the capital of a member of the Group, release the Transaction Security and/or any other claim relating to a Debt Document over that member of the Group's Property; and

(iii) execute and deliver or enter into any release of the Transaction Security or any claim described in paragraphs (i) and (ii) above and issue any certificates of non-crystallisation of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable or as reasonably requested by the Company.

(b) Each release of Transaction Security or any claim described in paragraph (a) above shall become effective only on the making of the relevant Non-Distressed Disposal.

13.3 **Disposal Proceeds**

If any Disposal Proceeds are required pursuant to the relevant Credit Facility Documents and/or Pari Passu Debt Documents to be applied in mandatory prepayment of the Credit Facility Liabilities and/or Pari Passu Debt Liabilities, as applicable, then those Disposal Proceeds shall be applied in or towards Payment of or, to the extent provided for in the relevant Credit Facility Documents and/or Pari Passu Debt Documents, the making of an offer of Payment of such Credit Facility Liabilities and/or Pari Passu Debt Liabilities, as applicable, in accordance with the relevant Credit Facility Debt Documents and/or Pari Passu Debt Documents and the consent of any other Party shall not be required for that application.

13.4 **Release of Unrestricted Subsidiaries**

If a member of the Group is designated as an Unrestricted Subsidiary in accordance with the terms of:

(a) prior to the Revolving Lender Discharge Date, paragraph 2.8 (*Designation of Restricted and Unrestricted Subsidiaries*) of Schedule 23 (*Restrictive Covenants*) and the definition of "Unrestricted Subsidiary" in Schedule 22 (*Notes Definitions*) of the Initial Revolving Facility Agreement;

(b) prior to the Senior Secured Note Discharge Date, section 4.13 of, and the definition of "Unrestricted Subsidiary" in, the Senior Secured Note Indenture;

(c) after the Revolving Lender Discharge Date, but prior to the Credit Facility Discharge Date, in accordance with any Equivalent Provision of each Credit Facility Agreement (other than the Initial Revolving Facility Agreement); and

(d) prior to the Pari Passu Debt Discharge Date, in accordance with any Equivalent Provision of each Pari Passu Facility Agreement and each Pari Passu Note Indenture (other than the Senior Secured Note Indenture),

the Security Agent is irrevocably authorised and obliged (at the cost of the relevant Debtor or the Company and without any consent, sanction, authority or further confirmation from any Creditor, other Secured Party or Debtor):

(i) to release the Transaction Security and/or any other claim relating to a Debt Document over that member of the Group's assets; and

(ii) to execute and deliver or enter into any release of the Transaction Security or any claim described in paragraph (i) above and issue any certificates of non-crystallisation of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable or as reasonably requested by the Company,

provided that there shall be no requirement under this Clause 13.4 to release any Transaction Security under the Share Charge, any Direct Subsidiary Share Charge, the Receivables Assignment or any Direct Subsidiary Receivables Assignment.

13.5 **Facilitation of Other Releases of Security**

If any Security created by a member of the Group in favour of the Security Agent or any Primary Creditor(s) is, or is expressed to be, automatically released pursuant to the terms of the relevant Debt Documents, the Security Agent and the relevant Primary Creditor(s) shall (at the request and cost of the Company) take all such action as may be reasonably required by the Company to give effect to such release **provided that** there shall be no requirement under this Clause 13.5 to release any Transaction Security under the Share Charge, any Direct Subsidiary Share Charge, the Receivables Assignment or any Direct Subsidiary Receivables Assignment.

14. **DISTRESSED DISPOSALS**

14.1 **Facilitation of Distressed Disposals**

Subject to Clause 14.4 (*Restriction on enforcement*) and to the extent permitted by applicable law, if a Distressed Disposal is being effected the Security Agent is irrevocably authorised (at the cost of the Company and without any consent, sanction, authority or further confirmation from any Creditor, other Secured Party or Debtor):

(a) ***release of Transaction Security/non-crystallisation certificates***: to release the Transaction Security or any other claim over the asset subject to the Distressed Disposal and execute and deliver or enter into any release of that Transaction Security or claim and issue any letters of non-crystallisation of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable;

(b) ***release of liabilities and Transaction Security on a share sale (Debtor)***: if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor, to release:

(i) that Debtor and any Subsidiary of that Debtor from all or any part of:

(A) its Borrowing Liabilities;

(B) its Guarantee Liabilities; and

(C) its Other Liabilities;

(ii) any Transaction Security granted by that Debtor or any Subsidiary of that Debtor over any of its assets; and

(iii) any other claim of a Subordinated Creditor, an Intra-Group Lender, or another Debtor over that Debtor's assets or over the assets of any Subsidiary of that Debtor,

on behalf of the relevant Creditors and Debtors;

(c) ***release of liabilities and Transaction Security on a share sale (Holding Company)***: if the asset subject to the Distressed Disposal consists of shares in the capital of any Holding Company of a Debtor, to release:

(i) that Holding Company and any Subsidiary of that Holding Company from all or any part of:

(A) its Borrowing Liabilities;

(B) its Guarantee Liabilities; and

(C) its Other Liabilities;

(ii) any Transaction Security granted by any Subsidiary of that Holding Company over any of its assets; and

(iii) any other claim of a Subordinated Creditor, an Intra-Group Lender or another Debtor over the assets of any Subsidiary of that Holding Company,

on behalf of the relevant Creditors and Debtors;

(d) ***facilitative disposal of liabilities on a share sale***: if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor and the Security Agent decides to dispose of all or any part of:

(i) the Liabilities (other than Liabilities due to any Creditor Representative (but excluding for this purpose any Credit Facility Lender or Pari Passu Lender that is a bilateral lender) or Arranger); or

(ii) the Debtors' Intra-Group Receivables,

owed by that Debtor or Holding Company or any Subsidiary of that Debtor or Holding Company on the basis that any transferee of those Liabilities or Debtors' Intra-Group Receivables (the "**Transferee**") will not be treated as a Primary Creditor or a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of all or part of those Liabilities or Debtors' Intra-Group Receivables on behalf of the relevant Creditors and Debtors **provided that** notwithstanding any other provision of any Debt Document the Transferee shall not be treated as a Primary Creditor or a Secured Party for the purposes of this Agreement;

(e) ***sale of liabilities on a share sale***: if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor and the Security Agent decides to dispose of all or any part of:

(i) the Liabilities (other than Liabilities due to any Creditor Representative (but excluding for this purpose any Credit Facility Lender or Pari Passu Lender that is a bilateral lender) or Arranger); or

(ii) the Debtors' Intra-Group Receivables,

owed by that Debtor or Holding Company or any Subsidiary of that Debtor or Holding Company on the basis that any transferee of those Liabilities or Debtors' Intra-Group Receivables will be treated as a Primary Creditor or a Secured Party for the purposes of this Agreement, to execute and deliver or enter into any agreement to dispose of:

(A) all (and not part only) of the Liabilities owed to the Primary Creditors (other than to any Creditor Representative (but excluding for this purpose any Credit Facility Lender or Pari Passu Lender that is a bilateral lender) or Arranger); and

(B) all or part of any other Liabilities (other than Liabilities owed to any Creditor Representative (but excluding for this purpose any Credit Facility Lender or Pari Passu Lender that is a bilateral lender) or Arranger) and the Debtors' Intra-Group Receivables,

on behalf of, in each case, the relevant Creditors and Debtors;

(f) ***transfer of obligations in respect of liabilities on a share sale***: if the asset subject to the Distressed Disposal consists of shares in the capital of a Debtor or the Holding Company of a Debtor (the "**Disposed Entity**") and the Security Agent decides to transfer to another Debtor (the "**Receiving Entity**") all or any part of the Disposed Entity's obligations or any obligations of any Subsidiary of that Disposed Entity in respect of:

(i) the Intra-Group Liabilities; or

(ii) the Debtors' Intra-Group Receivables,

to execute and deliver or enter into any agreement to:

(A) agree to the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Debtors' Intra-Group Receivables on behalf of the relevant Intra-Group Lenders and Debtors to which those obligations are owed and on behalf of the Debtors which owe those obligations; and

(B) to accept the transfer of all or part of the obligations in respect of those Intra-Group Liabilities or Debtors' Intra-Group Receivables on behalf of the Receiving Entity or Receiving Entities to which the obligations in respect of those Intra-Group Liabilities or Debtors' Intra-Group Receivables are to be transferred.

14.2 **Proceeds of Distressed Disposals and Debt Disposals**

The net proceeds of each Distressed Disposal and each Debt Disposal shall be paid, or distributed, to the Security Agent for application in accordance with Clause 16 (*Application of Proceeds*) and, to the extent that any Liabilities Sale has occurred, as if that Liabilities Sale had not occurred.

14.3 **Fair value**

In the case of:

(a) a Distressed Disposal; or

(b) a Debt Disposal,

effected by, or at the request of, the Security Agent, the Security Agent shall act in accordance with this Agreement.

14.4 **Restriction on enforcement**

If a Distressed Disposal or a Debt Disposal is being effected:

(a) the Security Agent is not authorised to release any Debtor, Subsidiary or Holding Company from any Borrowing Liabilities or Guarantee Liabilities owed to any Primary Creditor except in accordance with this Clause 14 (*Distressed Disposals*);

(b) no Distressed Disposal or Debt Disposal may be made for consideration in a form other than cash except to the extent contemplated by Schedule 4 (*Enforcement Principles*); and

(c) the relevant Primary Creditors shall simultaneously effect the unconditional release (or unconditional transfer to the purchaser of the relevant member of the Group) of all Borrowing Liabilities, Guarantee Liabilities and Other Liabilities owing to the Primary Creditors by the relevant Debtor and each of its direct and indirect Subsidiaries.

14.5 **Appointment of Financial Adviser**

Without prejudice to Clause18.7 (*Rights and discretions*), the Security Agent may engage, or approve the engagement of, pay for and rely on the services of a Financial Adviser in accordance with Schedule 4 (*Enforcement Principles*).

14.6 **Security Agent's actions**

For the purposes of Clause 14.1 (*Facilitation of Distressed Disposals*) and Clause 13.3 (*Fair Value)* the Security Agent shall act:

(a) on the instructions of the Instructing Group; or

(b) in the absence of any such instructions as the Security Agent sees fit.

15. FURTHER ASSURANCE – DISPOSALS AND RELEASES

Each Creditor and Debtor will:

(a) do all things that the Security Agent requests in order to give effect to Clause 13 (*Non-Distressed Disposals*) and Clause 14 (*Distressed Disposals*) (which shall include, without limitation, the execution of any assignments, transfers, releases or other documents that the Security Agent may consider to be necessary to give effect to the releases or disposals contemplated by those Clauses); and

(b) if the Security Agent is not entitled to take any of the actions contemplated by those Clauses or if the Security Agent requests that any Creditor or Debtor take any such action, take that action itself in accordance with the instructions of the Security Agent,

provided that the proceeds of those disposals are applied in accordance with Clause 13 (*Non-Distressed Disposals)* or Clause 14 (*Distressed Disposals*) as the case may be.

SECTION 6
PROCEEDS

16. APPLICATION OF PROCEEDS

16.1 Order of application

Subject to Clause 16.2 (*Prospective liabilities*) and Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*), all amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Debt Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this Clause 16, the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 16), in the following order of priority:

(a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate and in payment to the Creditor Representatives of the Creditor Representative Amounts;

(b) in discharging all costs and expenses incurred by any Primary Creditor in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement or any action taken at the request of the Security Agent under Clause 9.6 (*Further assurance – Insolvency Event*);

(c) in payment or distribution to:

(i) each Creditor Representative in respect of a Credit Facility on its own behalf and on behalf of the Credit Facility Creditors for which it is the Creditor Representative; and

(ii) the Super Senior Hedge Counterparties,

for application towards the discharge of:

(A) the Credit Facility Liabilities (in accordance with the terms of the Credit Facility Documents) on a *pro rata* basis between Credit Facility Liabilities incurred under separate Credit Facility Agreements; and

(B) the Super Senior Hedging Liabilities on a *pro rata* basis between the Super Senior Hedging Liabilities of each Super Senior Hedge Counterparty.

on a *pro rata* basis between paragraph (A) and paragraph (B) above;

(d) in payment or distribution to:

(i) the Creditor Representatives in respect of any Pari Passu Debt Liabilities on its own behalf and on behalf of the Pari Passu Debt Creditors for which it is the Creditor Representative; and

(ii) the Pari Passu Hedge Counterparties,

for application towards the discharge of:

(A) the Pari Passu Debt Liabilities (in accordance with the terms of the relevant Pari Passu Debt Documents) on a *pro rata* basis between Pari Passu Debt Liabilities under separate Pari Passu Facility Agreements; and

(B) the Pari Passu Debt Liabilities (in accordance with the terms of the relevant Pari Passu Debt Documents) on a *pro rata* basis between Pari Passu Debt Liabilities under separate Pari Passu Note Indentures; and

(C) the Pari Passu Hedging Liabilities on a *pro rata* basis between the Pari Passu Hedging Liabilities of each Pari Passu Hedge Counterparty,

on a *pro rata* basis between paragraph (A), paragraph (B) and paragraph (C) above;

(e) if none of the Debtors is under any further actual or contingent liability under any Credit Facility Document, Hedging Agreement or Pari Passu Debt Document, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Debtor; and

(f) the balance, if any, in payment or distribution to the relevant Debtor.

Notwithstanding the foregoing, no Recoveries attributable to a Debtor that is not a Qualified ECP Guarantor in respect of any Excluded Swap Obligations may be applied towards the payment of such Excluded Swap Obligations.

In the event that, as a result of any insolvency proceeding commenced in respect of any Debtor pursuant to Article 281.1.5° of the Spanish Insolvency Law (or any equivalent in respect of a Debtor incorporated in a jurisdiction other than Spain) the credit rights of any Primary Creditor are declared to be subordinated, the Primary Creditors agree that, as between them, the Primary Creditors so subordinated shall not be entitled to receive from any other Primary Creditors any amounts it would otherwise have been entitled to receive under this Agreement pursuant to this Clause 16 (*Application of Proceeds*).

16.2 **Prospective liabilities**

To the extent permitted by applicable law, following a Distress Event the Security Agent may, in its discretion hold any amount (but in aggregate not exceeding the Expected Amount (as defined below)) of the Recoveries in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) as the Security Agent shall think fit (the interest being credited to the relevant account for so long as the Security Agent shall think fit for later application under Clause 16.1 (*Order of application*) in respect of:

(a) any sum to any Security Agent, any Receiver or any Delegate; and

(b) any part of the Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future (the "**Expected Amount**").

16.3 **Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral**

(a) Nothing in this Agreement shall prevent any Issuing Bank or Ancillary Lender taking any Enforcement Action in respect of any Credit Facility Cash Cover which has been provided for it in accordance with the relevant Credit Facility Agreement.

(b) To the extent that any Credit Facility Cash Cover is not held with the Relevant Issuing Bank or Relevant Ancillary Lender, all amounts from time to time received or recovered in connection with the realisation or enforcement of that Credit Facility Cash Cover shall be paid to the Security Agent and shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:

(i) to the Relevant Issuing Bank or Relevant Ancillary Lender towards the discharge of the Credit Facility Liabilities for which that Credit Facility Cash Cover was provided; and

(ii) the balance, if any, in accordance with Clause 16.1 (*Order of application*).

(c) To the extent that any Credit Facility Cash Cover is held with the Relevant Issuing Bank or Relevant Ancillary Lender, nothing in this Agreement shall prevent that Relevant Issuing Bank or Relevant Ancillary Lender receiving and retaining any amount in respect of that Credit Facility Cash Cover.

(d) Nothing in this Agreement shall prevent any Issuing Bank receiving and retaining any amount in respect of any Credit Facility Lender Cash Collateral provided for it in accordance with the relevant Credit Facility Agreement.

16.4 **Investment of cash proceeds**

To the extent permitted by applicable law, prior to the application of the proceeds of the Security Property in accordance with Clause 16.1 (*Order of Application*) the Security Agent may, in its discretion, hold all or part of any cash proceeds (but not exceeding the amount of the Liabilities due or to become due) in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of this Clause 16.

16.5 **Currency conversion**

(a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Security Agent may:

(i) convert any moneys received or recovered by the Security Agent (including, without limitation, any cash proceeds) from one currency to another, at the Security Agent's Spot Rate of Exchange; and

(ii) notionally convert the valuation provided in any opinion or valuation from one currency to another, at the Security Agent's Spot Rate of Exchange.

(b) The obligations of any Debtor to pay in the due currency shall only be satisfied:

(i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and

(ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

16.6 **Permitted Deductions**

The Security Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of Taxes or otherwise) which it is or may be required by any law or regulation to make from any distribution or payment made by it under this Agreement, and to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties or exercising its rights, powers, authorities and discretions, or by virtue of its capacity as Security Agent under any of the Debt Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

16.7 **Good Discharge**

(a) Any distribution or payment to be made in respect of the Secured Obligations by the Security Agent:

(i) may be made to the relevant Creditor Representative on behalf of its Primary Creditors; or

(ii) may be made to the Relevant Issuing Bank or Relevant Ancillary Lender in accordance with paragraph (b)(i) of Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*); or

(iii) shall be made directly to the Hedge Counterparties.

(b) Any distribution or payment made as described in paragraph (a) above shall be a good discharge, to the extent of that payment or distribution, by the Security Agent.

(c) The Security Agent is under no obligation to make the payments to the Creditor Representatives or the Hedge Counterparties under paragraph (a) above in the same currency as that in which the Liabilities owing to the relevant Primary Creditor are denominated pursuant to the relevant Debt Document.

16.8 **Calculation of Amounts**

For the purpose of calculating any person's share of any amount payable to or by it, the Security Agent shall be entitled to:

(a) notionally convert the Liabilities owed to any person into a common base currency (decided in its discretion by the Security Agent), that notional conversion to be made at the spot rate at which the Security Agent is able to purchase the notional base currency with the actual currency of the Liabilities owed to that person at the time at which that calculation is to be made; and

(b) assume that all amounts received or recovered as a result of the enforcement or realisation of the Security Property are applied in discharge of the Liabilities in accordance with the terms of the Debt Documents under which those Liabilities have arisen.

17. EQUALISATION

17.1 Equalisation Definitions

For the purposes of this Clause 17:

"**Enforcement Date**" means the first date (if any) on which a Super Senior Creditor takes enforcement action of the type described in paragraphs (a)(i), (a)(iii), (a)(iv) or (c) of the definition of "Enforcement Action" in accordance with the terms of this Agreement.

"**Exposure**" means:

(a) in relation to a Credit Facility Lender, the aggregate amount of its participation (if any, and without double counting) in all Utilisations outstanding under the Credit Facility Agreements on the Enforcement Date (assuming all contingent liabilities which have become actual liabilities since the Enforcement Date to have been actual liabilities on the Enforcement Date (but not including, for these purposes only, any interest that would have accrued from the Enforcement Date to the date of actual maturity in respect of those liabilities) and assuming any transfer of claims between Credit Facility Lenders pursuant to any loss-sharing arrangement in the Credit Facility Agreements which has taken place since the Enforcement Date to have taken place on the Enforcement Date) together with the aggregate amount of all accrued interest, fees and commission owed to it under the Credit Facility Agreement and amounts owed to it by a Debtor in respect of any Ancillary Facility but excluding:

(i) any amount owed to it by a Debtor in respect of any Ancillary Facility to the extent (and in the amount) that Credit Facility Cash Cover has been provided by a Debtor in respect of that amount and is available to that Credit Facility Lender pursuant to the relevant Credit Facility Cash Cover Document; and

(ii) any amount outstanding in respect of a Letter of Credit or Bank Guarantee to the extent (and in the amount) that Credit Facility Cash Cover has been provided by a Debtor in respect of that amount and is available to the party it has been provided for pursuant to the relevant Credit Facility Cash Cover Document; and

(b) in relation to a Super Senior Hedge Counterparty:

(i) if that Super Senior Hedge Counterparty has terminated or closed out any hedging transaction under any Hedging Agreement in accordance with the terms of this Agreement on or prior to the Enforcement Date, the amount, if any, payable to it under that Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (taking into account any interest accrued on that amount) to the extent that amount is unpaid at the Enforcement Date (that amount to be certified by the relevant Super Senior Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement) and to the extent that amount constitutes Super Senior Hedging Liabilities; and

(ii) if that Super Senior Hedge Counterparty has not terminated or closed out any hedging transaction under any Hedging Agreement on or prior to the Enforcement Date:

(A) if the relevant Hedging Agreement is based on an ISDA Master Agreement the amount, if any, which would be payable to it under

that Hedging Agreement in respect of that hedging transaction if the Enforcement Date was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or

(B) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction if the Enforcement Date was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

to the extent that amount constitutes Super Senior Hedging Liabilities, such amount, in each case, to be certified by the relevant Super Senior Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"**Utilisation**" means a "Utilisation" under and as defined in the Initial Revolving Facility Agreement or the relevant Credit Facility Document.

17.2 **Implementation of equalisation**

(a) The provisions of this Clause 17 shall be applied at such time or times after the Enforcement Date as the Security Agent shall consider appropriate.

(b) Without prejudice to the generality of paragraph (a) above, if the provisions of this Clause 17 have been applied before all the Liabilities have matured and/or been finally quantified, the Security Agent may elect to re-apply those provisions on the basis of revised Exposures and the relevant Creditors shall make appropriate adjustment payments amongst themselves.

17.3 **Equalisation**

If, for any reason, any Super Senior Liabilities remain unpaid after the Enforcement Date and the resulting losses are not borne by the Credit Facility Lenders and the Super Senior Hedge Counterparties in the proportions which their respective Exposures at the Enforcement Date bore to the aggregate Exposures of all the Credit Facility Lenders and the Super Senior Hedge Counterparties at the Enforcement Date, the Credit Facility Lenders and the Super Senior Hedge Counterparties will make such payments amongst themselves as the Security Agent shall require to put the Credit Facility Lenders and the Super Senior Hedge Counterparties in such a position that (after taking into account such payments) those losses are borne in those proportions except that no Recoveries attributable to a Debtor that is not a Qualified ECP Guarantor in respect of any Excluded Swap Obligations may be applied towards the payment of such Excluded Swap Obligations.

17.4 **Turnover of enforcement proceeds**

If:

(a) the Security Agent or a Creditor Representative is not entitled, for reasons of applicable law, to pay or distribute amounts received pursuant to the making of a demand under any guarantee, indemnity or other assurance against loss or the enforcement of the Transaction Security to the relevant Super Senior Creditors but is entitled to pay or distribute those amounts to Creditors (such Creditors, the "**Receiving Creditors**") who, in accordance with the terms of this Agreement, are subordinated in right and priority of payment to the relevant Super Senior Creditors; and

(b) the Super Senior Discharge Date has not yet occurred (nor would occur after taking into account such payments),

then the Receiving Creditors shall make such payments or distributions to the relevant Super Senior Creditors as the Security Agent shall require to place the relevant Super Senior Creditors in the position they would have been in had such amounts been available for application against the Super Senior Liabilities.

17.5 **Notification of Exposure**

Before each occasion on which it intends to implement the provisions of this Clause 17, the Security Agent shall send notice to each Hedge Counterparty and the relevant Creditor Representative (on behalf of the Credit Facility Lenders) requesting that it notify it of, respectively, its Exposure and that of each Credit Facility Lender (if any).

17.6 **Default in payment**

If a Super Senior Creditor fails to make a payment due from it under this Clause 17, the Security Agent shall be entitled (but not obliged) to take action on behalf of the Super Senior Creditor(s) to whom such payment was to be redistributed (subject to being indemnified to its satisfaction by such Super Senior Creditor(s) in respect of costs) but shall have no liability or obligation towards such Super Senior Creditor(s) or any other Primary Creditor as regards such default in payment and any loss suffered as a result of such default shall lie where it falls.

SECTION 7
THE PARTIES

18. THE SECURITY AGENT

18.1 Security Agent as trustee

(a) The Security Agent declares that it holds the Security Property on trust for the Secured Parties on the terms contained in this Agreement.

(b) Each of the Primary Creditors authorises the Security Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Debt Documents together with any other incidental rights, powers, authorities and discretions.

18.2 Instructions

(a) The Security Agent shall:

(i) subject to paragraphs (d) and (e) below, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Instructing Group; and

(ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above (or, if this Agreement stipulates the matter is a decision for any other Creditor or group of Creditors, in accordance with instructions given to it by that Creditor or group of Creditors).

(b) The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Instructing Group (or, if this Agreement stipulates the matter is a decision for any other Creditor or group of Creditors, from that Creditor or group of Creditors) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

(c) Save in the case of decisions stipulated to be a matter for any other Creditor or group of Creditors under this Agreement and unless a contrary intention appears in this Agreement, any instructions given to the Security Agent by the Instructing Group shall override any conflicting instructions given by any other Parties and will be binding on all Secured Parties.

(d) Paragraph (a) above shall not apply:

(i) where a contrary indication appears in this Agreement;

(ii) where this Agreement requires the Security Agent to act in a specified manner or to take a specified action;

(iii) in respect of any provision which protects the Security Agent's own position in its personal capacity as opposed to its role of Security Agent for the Secured Parties including, without limitation, Clauses 18.5 (*No duty to account*) to Clause 18.10 (*Exclusion of liability*), Clause 18.13 (*Confidentiality*) to Clause 18.19 (*Custodians and nominees*) and

Clause 18.22 (*Acceptance of title*) to Clause 18.26 (*Disapplication of Trustee Acts*);

(iv) in respect of the exercise of the Security Agent's discretion to exercise a right, power or authority under any of:

(A) Clause 13 (*Non-Distressed Disposals*);

(B) Clause 16.1 (*Order of application*);

(C) Clause 16.2 (*Prospective liabilities*);

(D) Clause 16.3 (*Treatment of Credit Facility Cash Cover and Credit Facility Lender Cash Collateral*); and

(E) Clause 16.6 (*Permitted Deductions*).

(e) If giving effect to instructions given by the Instructing Group would (in the Security Agent's opinion) have an effect equivalent to an Intercreditor Amendment, the Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Security Agent) whose consent would have been required in respect of that Intercreditor Amendment.

(f) In exercising any discretion to exercise a right, power or authority under the Debt Documents where either:

(i) it has not received any instructions as to the exercise of that discretion; or

(ii) the exercise of that discretion is subject to paragraph (d)(iv) above,

the Security Agent shall do so having regard to the interests of all the Secured Parties.

(g) The Security Agent may refrain from acting in accordance with any instructions of any Creditor or group of Creditors until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Debt Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions.

(h) Without prejudice to the provisions of Clause 12 (*Enforcement of Transaction Security*) and the remainder of this Clause 18.2, in the absence of instructions, the Security Agent may act (or refrain from acting) as it considers in its discretion to be appropriate.

18.3 **Duties of the Security Agent**

(a) The Security Agent's duties under the Debt Documents are solely mechanical and administrative in nature.

(b) The Security Agent shall promptly:

(i) forward to each Creditor Representative and to each Hedge Counterparty a copy of any document received by the Security Agent from any Debtor under any Debt Document; and

(ii) forward to a Party the original or a copy of any document which is delivered to the Security Agent for that Party by any other Party.

(c) Except where a Debt Document specifically provides otherwise, the Security Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

(d) Without prejudice to Clause 23.3 (*Notification of prescribed events*), if the Security Agent receives notice from a Party referring to any Debt Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Primary Creditors.

(e) To the extent that a Party (other than the Security Agent) is required to calculate a Common Currency Amount, the Security Agent shall upon a request by that Party, promptly notify that Party of the relevant Security Agent's Spot Rate of Exchange.

(f) The Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Debt Documents to which it is expressed to be a party (and no others shall be implied).

18.4 **No fiduciary duties to Debtors or Subordinated Creditors**

Nothing in this Agreement constitutes the Security Agent as an agent, trustee or fiduciary of any Debtor or any Subordinated Creditor.

18.5 **No duty to account**

The Security Agent shall not be bound to account to any other Secured Party for any sum or the profit element of any sum received by it for its own account.

18.6 **Business with the Group**

The Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

18.7 **Rights and discretions**

(a) The Security Agent may:

(i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(ii) assume that:

(A) any instructions received by it from the Instructing Group, any Creditors or any group of Creditors are duly given in accordance with the terms of the Debt Documents;

(B) unless it has received notice of revocation, that those instructions have not been revoked; and

(C) if it receives any instructions to act in relation to the Transaction Security, that all applicable conditions under the Debt Documents for so acting have been satisfied; and

(iii) rely on a certificate from any person:

(A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

(b) The Security Agent may assume (unless it has received notice to the contrary in its capacity as security trustee for the Secured Parties) that:

(i) no Default has occurred;

(ii) any right, power, authority or discretion vested in any Party or any group of Creditors has not been exercised; and

(iii) any notice made by the Company is made on behalf of and with the consent and knowledge of all the Debtors.

(c) The Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

(d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Security Agent (and so separate from any lawyers instructed by any Primary Creditor) if the Security Agent in its reasonable opinion deems this to be desirable.

(e) The Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

(f) The Security Agent, any Receiver and any Delegate may act in relation to the Debt Documents and the Security Property through its officers, employees and agents and shall not:

(i) be liable for any error of judgment made by any such person; or

(ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part of any such person,

unless such error or such loss was directly caused by the Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct.

(g) Unless this Agreement expressly specifies otherwise, the Security Agent may disclose to any other Party any information it reasonably believes it has received as security trustee under this Agreement.

(h) Notwithstanding any other provision of any Debt Document to the contrary, the Security Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(i) Notwithstanding any provision of any Debt Document to the contrary, the Security Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

18.8 **Responsibility for documentation**

None of the Security Agent, any Receiver nor any Delegate is responsible or liable for:

(a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Security Agent, a Debtor or any other person in or in connection with any Debt Document or the transactions contemplated in the Debt Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Debt Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property; or

(c) any determination as to whether any information provided or to be provided to any Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

18.9 **No duty to monitor**

The Security Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Debt Document; or

(c) whether any other event specified in any Debt Document has occurred.

18.10 **Exclusion of liability**

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Debt Document excluding or limiting the liability of the Security Agent, any Receiver or Delegate), none of the Security Agent, any Receiver nor any Delegate will be liable for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Debt Document or the Security Property unless directly caused by its gross negligence or wilful misconduct;

(ii) exercising or not exercising any right, power, authority or discretion given to it by, or in connection with, any Debt Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Debt Document or the Security Property;

(iii) any shortfall which arises on the enforcement or realisation of the Security Property; or

(iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs, losses, any diminution in value or any liability whatsoever arising as a result of:

(A) any act, event or circumstance not reasonably within its control; or

(B) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Security Agent, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Debt Document or any Security Property and any officer, employee or agent of the Security Agent, a Receiver or a Delegate may rely on this Clause subject to Clause 1.3 (*Third party rights*) and the provisions of the Third Parties Act.

(c) Nothing in this Agreement shall oblige the Security Agent to carry out:

(i) any "know your customer" or other checks in relation to any person; or

(ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Primary Creditor,

on behalf of any Primary Creditor and each Primary Creditor confirms to the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Security Agent.

(d) Without prejudice to any provision of any Debt Document excluding or limiting the liability of the Security Agent, any Receiver or Delegate, any liability of the Security Agent, any Receiver or Delegate arising under or in connection with any Debt Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Security Agent, Receiver or Delegate (as the case may be) or, if later, the date on which the loss arises as a result of such default)

but without reference to any special conditions or circumstances known to the Security Agent, Receiver or Delegate (as the case may be) at any time which increase the amount of that loss. In no event shall the Security Agent, any Receiver or Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Security Agent, Receiver or Delegate (as the case may be) has been advised of the possibility of such loss or damages.

18.11 **Primary Creditors' indemnity to the Security Agent**

(a) Each Primary Creditor (other than any Creditor Representative) shall (in the proportion that the Liabilities due to it bear to the aggregate of the Liabilities due to all the Primary Creditors (other than any Creditor Representative) for the time being (or, if the Liabilities due to the Primary Creditors (other than any Creditor Representative) are zero, immediately prior to their being reduced to zero)), indemnify the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability incurred by any of them (otherwise than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct) in acting as Security Agent, Receiver or Delegate under, or exercising any authority conferred under, the Debt Documents (unless the relevant Security Agent, Receiver or Delegate has been reimbursed by a Debtor pursuant to a Debt Document).

(b) For the purposes only of paragraph (a) above, to the extent that any hedging transaction under a Hedging Agreement has not been terminated or closed-out, the Hedging Liabilities due to any Hedge Counterparty in respect of that hedging transaction will be deemed to be:

(i) if the relevant Hedging Agreement is based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of those hedging transactions, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant Debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or

(ii) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant Debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

that amount, in each case as calculated in accordance with the relevant Hedging Agreement.

(c) Subject to paragraph (d) below, the Company shall immediately on demand reimburse any Primary Creditor for any payment that Primary Creditor makes to the Security Agent pursuant to paragraph (a) above.

(d) Paragraph (c) above shall not apply to the extent that the indemnity payment in respect of which the Primary Creditor claims reimbursement relates to a liability of the Security Agent to a Debtor.

18.12 **Resignation of the Security Agent**

(a) The Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the Primary Creditors and the Company.

(b) Alternatively, the Security Agent may resign by giving 30 days' notice to the Primary Creditors and the Company, in which case the Required Super Senior Creditors and the Required Pari Passu Creditors (after consultation with the Company) may appoint a successor Security Agent.

(c) If the Required Super Senior Creditors and the Required Pari Passu Creditors have not appointed a successor Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Security Agent (after consultation with the Creditor Representatives and the Hedge Counterparties) may appoint a successor Security Agent.

(d) The retiring Security Agent shall, at its own cost, make available to the successor Security Agent such documents and records and provide such assistance as the successor Security Agent may reasonably request for the purposes of performing its functions as Security Agent under the Debt Documents and transferring its role as Security Agent and its interest in all Security Property to that successor including by delegating in a notarial document, where necessary, the powers of attorney that had been granted in a Spanish Public Document to it by the Company or a Debtor as Security Agent in accordance with Clause 18.20 (*Delegation by the Security Agent*).

(e) The Security Agent's resignation notice shall only take effect upon:

(i) the appointment of a successor; and

(ii) the transfer of all the Security Property to that successor.

(f) Upon the appointment of a successor, the retiring Security Agent shall be discharged from any further obligation in respect of the Debt Documents (other than its obligations under Clause 18.23 (*Release without recourse*) and paragraph (d) above) but shall remain entitled to the benefit of this Clause 18 and Clause 22.1 (*Indemnity to the Security Agent*) (and any Security Agent fees for the account of the retiring Security Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.

(g) The Required Super Senior Creditors and the Required Pari Passu Creditors (after consultation with the Company) may, by notice to the Security Agent, require it to resign in accordance with paragraph (b) above. In this event, the Security Agent shall resign in accordance with paragraph (b) above.

(h) The Company may, by notice to the Security Agent, require it to resign in accordance with paragraph (b) above if the Security Agent is not willing to act as security agent in respect of any Additional Credit Facility Liabilities or Additional Pari Passu

Liabilities. In this event, the Security Agent shall promptly resign in accordance with paragraph (b) above.

18.13 **Confidentiality**

(a) In acting as trustee for the Secured Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

(c) Notwithstanding any other provision of any Debt Document to the contrary, the Security Agent is not obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

18.14 **Information from the Creditors**

Each Creditor shall supply the Security Agent with any information that the Security Agent may reasonably specify as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent.

18.15 **Credit appraisal by the Secured Parties**

Without affecting the responsibility of any Debtor for information supplied by it or on its behalf in connection with any Debt Document, each Secured Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Debt Document including but not limited to:

(a) the financial condition, status and nature of each member of the Group;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Debt Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property;

(c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Debt Document, the Security Property, the transactions contemplated by the Debt Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document or the Security Property;

(d) the adequacy, accuracy or completeness of any information provided by the Security Agent, any Party or by any other person under or in connection with any Debt Document, the transactions contemplated by any Debt Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Debt Document; and

(e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged Property, the priority of any of the Transaction Security or the existence of any Security affecting the Charged Property.

18.16 **Reliance and engagement letters**

The Security Agent may obtain and rely on any certificate or report from any Debtor's auditor and may enter into any reliance letter or engagement letter relating to that certificate or report on such terms as it may consider appropriate (including, without limitation, restrictions on the auditor's liability and the extent to which that certificate or report may be relied on or disclosed).

18.17 **No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

(a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Debtor to any of the Charged Property;

(b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Debt Document or the Transaction Security;

(c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Debt Document or of the Transaction Security;

(d) take, or to require any Debtor to take, any step to perfect its title to any of the Charged Property or to render the Transaction Security effective or to secure the creation of any ancillary Security under any law or regulation; or

(e) require any further assurance in relation to any Security Document.

18.18 **Insurance by Security Agent**

(a) The Security Agent shall not be obliged:

(i) to insure any of the Charged Property;

(ii) to require any other person to maintain any insurance; or

(iii) to verify any obligation to arrange or maintain insurance contained in any Debt Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

(b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Instructing Group requests it to do so in writing and the Security Agent fails to do so within fourteen days after receipt of that request.

18.19 **Custodians and nominees**

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

18.20 **Delegation by the Security Agent**

(a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

(b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

(c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

18.21 **Additional Security Agents**

(a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:

(i) if it considers that appointment to be in the interests of the Secured Parties;

(ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or

(iii) for obtaining or enforcing any judgment in any jurisdiction,

and the Security Agent shall give prior notice to the Company and the Primary Creditors of that appointment.

(b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Debt Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.

(c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.

18.22 **Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Debtor may have to any of the Charged Property and

shall not be liable for, or bound to require any Debtor to remedy, any defect in its right or title.

18.23 **Release without recourse**

(a) If the Security Agent, with the approval of each Creditor Representative and each Hedge Counterparty, determines that:

(i) all of the Secured Obligations have been fully and finally discharged; and

(ii) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Debtor pursuant to the Debt Documents,

then:

(A) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under each of the Security Documents and any guarantee, indemnity or other assurance against loss under any Debt Document; and

(B) any Security Agent which has resigned pursuant to Clause 18.12 (*Resignation of the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document and any guarantee, indemnity or other assurance against loss under any Debt Document.

(b) The Security Agent shall (and is irrevocably authorised by each Creditor, each other Secured Party and each Debtor to) promptly on request by the Company release and discharge (without recourse or warranty) the Security constituted or evidenced by any Security Document which secures, or is expressed to secure, only Secured Obligations:

(i) in respect of which each relevant Discharge Date has occurred; or

(ii) in the case of any Pari Passu Note Liabilities, in respect of which covenant defeasance has defeased the requirement to maintain the Transaction Security for such Pari Passu Note Liabilities.

18.24 **Release and re-grant of Transaction Security**

(a) Subject to paragraphs (b) and (c) below, at the request and cost of the Company, the Security Agent shall (and is hereby irrevocably authorised and instructed without any consent, sanction, authority or further confirmation from any Secured Party to):

(i) effect any amendment, supplement or restatement of any Security Document, in whole or in part (an "**Amendment**") and/or waive or release any Transaction Security created under a Security Document (a "**Release**") if such Amendment or Release is necessary or desirable to ensure that any New Credit Facility Liabilities and/or New Pari Passu Liabilities may be secured *pari passu* with the then existing Credit Facility Liabilities and/or Pari Passu Liabilities (as the case may be) under such Security Document **provided that** prior to a Release pursuant to this paragraph (i), the Company shall have confirmed in writing to the Security Agent that it has determined (in good

faith) that it is not legally possible to secure the New Credit Facility Liabilities and/or New Pari Passu Liabilities in the relevant jurisdiction (x) by way of an Amendment or (y) pursuant to an additional Security Document entered into in accordance with paragraph (ii) below, in each case, with the ranking and priority contemplated under this Agreement;

(ii) enter into additional Security Documents granting Security on a *pari passu*, second or lesser ranking basis over the Charged Property in favour of the Security Agent for and on behalf of any Creditors in respect of New Credit Facility Liabilities and/or New Pari Passu Liabilities **provided that** such New Credit Facility Liabilities and/or New Pari Passu Liabilities will nevertheless continue, for the purpose of this Agreement, to be considered as having been secured *pari passu* with the then existing Credit Facility Liabilities and/or Pari Passu Liabilities (as the case may be), and the Secured Parties hereby agree that the beneficiaries of any such second or further priority (if applicable) Transaction Security will receive the proceeds of enforcement of any Transaction Security created pursuant to the Security Documents in accordance with Clause 16 (*Application of Proceeds*) regardless of the ranking of such Security Document; or

(iii) effect any Amendment and/or Release if, in respect of any Amendment and/or Release of any Security Document, such Amendment and/or Release is necessary or desirable in connection with a Permitted Transaction,

(each, a "**Relevant Transaction**") **provided that,** in the case of any such Release, new Transaction Security is granted to the Security Agent in respect of equivalent assets (ignoring, for the purpose of assessing such equivalency, any hardening periods over the relevant assets) and on substantially the same terms (ignoring, for the purpose of assessing such terms, any change in governing law) as the Transaction Security being released (i) in the case of any Release entered into pursuant to any intermediate step necessary or desirable in connection with a Permitted Transaction, within ten days of the completion of such Relevant Transaction, and (ii) in the case of any other Relevant Transaction, contemporaneous with such Release (the "**Replacement Security**").

(b) In the case of either an Amendment or Release, the Company shall deliver to the Security Agent (in form and substance reasonably satisfactory to the Security Agent):

(i) a certificate from the board of directors of the relevant member of the Group which confirms the solvency of such member of the Group granting such Security after giving effect to the Relevant Transaction; or

(ii) an opinion of counsel (subject to customary assumptions and qualifications) confirming that, after giving effect to the Relevant Transaction, the relevant Transaction Security (where subject to an Amendment) or the Replacement Security (in the case of a Release) is legal, valid, binding and enforceable and is not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Transaction Security was not otherwise subject to immediately prior to the Relevant Transaction.

(c) In the case of:

(i) a Release, the Company shall deliver to the Security Agent (in form and substance reasonably satisfactory to the Security Agent) an opinion of counsel (subject to customary assumptions and qualifications) as to the

capacity and authority of each grantor to enter into, and the enforceability of, the Security Document creating the relevant Replacement Security; and

(ii) an Amendment, the Company shall deliver to the Security Agent (in form and substance reasonably satisfactory to the Security Agent) an opinion of counsel (subject to customary assumptions and qualifications) confirming that the relevant Transaction Security is legal, valid, binding and enforceable.

18.25 **Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Debt Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

18.26 **Disapplication of Trustee Acts**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

18.27 **Intra-Group Lenders and Debtors: Power of Attorney**

Each Intra-Group Lender and Debtor by way of security for its obligations under this Agreement irrevocably appoints the Security Agent to be its attorney to do anything which that Intra-Group Lender or Debtor has authorised the Security Agent or any other Party to do under this Agreement or is itself required to do under this Agreement but has failed to do within five Business Days of being notified in writing by the Security Agent of its failure to do such act (and the Security Agent may delegate that power on such terms as it sees fit).

18.28 **Officers' Certificate**

Upon any request or application by a member of the Group to the Security Agent to take or refrain from taking any action under this Agreement, the Company shall if requested by the Security Agent furnish to the Security Agent a certificate signed by an authorised signatory of the Company in form and substance reasonably satisfactory to the Security Agent stating that, in the opinion of the signer (but without personal liability), all conditions precedent, if any, provided for in this Agreement and the relevant Debt Documents relating to the proposed action have been complied with.

19. **PARI PASSU NOTE TRUSTEE PROTECTIONS**

19.1 **Limitation of Pari Passu Note Trustee Liability**

It is expressly understood and agreed by the Parties that this Agreement is executed and delivered by each Pari Passu Note Trustee not individually or personally but solely in its capacity as a Pari Passu Note Trustee in the exercise of the powers and authority conferred and vested in it under the relevant Pari Passu Debt Documents. It is further understood by the Parties that in no case shall a Pari Passu Note Trustee be (i) responsible or accountable in damages or otherwise to any other Party for any loss, damage or claim incurred by reason of any act or omission performed or omitted by it in good faith in accordance with this Agreement and in a manner that the relevant Pari Passu Note Trustee believed to be within

the scope of the authority conferred on the Pari Passu Note Trustee by this Agreement and the relevant Pari Passu Debt Documents or by law, or (ii) personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any other Party, all such liability, if any, being expressly waived by the Parties and any person claiming by, through or under such Party **provided that** a Pari Passu Note Trustee shall be personally liable under this Agreement for its own gross negligence or wilful misconduct. Notwithstanding any other provisions of this Agreement or any other Pari Passu Debt Document to which a Pari Passu Note Trustee is a party to, in no event shall a Pari Passu Note Trustee be liable for special, indirect, punitive or consequential loss or damages of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profits) whether or not foreseeable even if such Pari Passu Note Trustee has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise. It is also acknowledged that a Pari Passu Note Trustee shall not have any responsibility for the actions of any individual Pari Passu Noteholder.

19.2 **Note Trustee not fiduciary for other Creditors**

The Pari Passu Note Trustee shall not be deemed to owe any fiduciary duty to any of the Creditors (other than the Pari Passu Noteholders for which it is the Creditor Representative), any of the Subordinated Creditors or any member of the Group and shall not be liable to any Creditor (other than the Pari Passu Noteholders for which it is the Creditor Representative), any Subordinated Creditor or any member of the Group if the Pari Passu Note Trustee shall in good faith mistakenly pay over or distribute to the Pari Passu Noteholders or to any other person cash, property or securities to which any Creditor (other than the Pari Passu Noteholders for which it is the Creditor Representative), any Subordinated Creditor or any member of the Group shall be entitled by virtue of this Agreement or otherwise save to the extent that the same results from its gross negligence or wilful misconduct. With respect to the Creditors (other than the Pari Passu Noteholders for which it is the Creditor Representative), the Pari Passu Note Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in the relevant Pari Passu Debt Documents (including this Agreement) and no implied covenants or obligations with respect to Creditors (other than the Pari Passu Noteholders for which it is the Creditor Representative) shall be read into this Agreement against a Pari Passu Note Trustee.

19.3 **Reliance on certificates**

A Pari Passu Note Trustee may rely without enquiry on any notice, consent or certificate of the Security Agent or any other Creditor Representative or any Hedge Counterparty as to the matters certified therein.

19.4 **Pari Passu Note Trustee**

In acting under and in accordance with this Agreement a Pari Passu Note Trustee shall act in accordance with the relevant Pari Passu Note Indenture and shall seek any necessary instruction from the relevant Pari Passu Noteholders, to the extent provided for, and in accordance with, the relevant Pari Passu Note Indenture, and where it so acts on the instructions of the Pari Passu Noteholders, the Pari Passu Note Trustee shall not incur any liability to any person for so acting other than in accordance with the Pari Passu Note Indenture. Furthermore, prior to taking any action under this Agreement or the relevant Pari Passu Debt Documents, as the case may be, the Pari Passu Note Trustee may reasonably request and rely upon an opinion of counsel or opinion of another qualified expert (at the Company's expense), as applicable; provided, however, that any such opinions shall be at the expense of the relevant Pari Passu Noteholders, if such actions are on the instructions of the relevant Pari Passu Noteholders.

19.5 **Turnover obligations**

Notwithstanding any provision in this Agreement to the contrary, a Pari Passu Note Trustee shall only have an obligation to turn over or repay amounts received or recovered under this Agreement by it (i) if it had actual knowledge that the receipt or recovery is an amount received in breach of a provision of this Agreement (a "**Turnover Receipt**") and (ii) to the extent that, prior to receiving that knowledge, it has not distributed the amount of the Turnover Receipt to the Pari Passu Noteholders for which it is the Creditor Representative in accordance with the provisions of the relevant Pari Passu Note Indenture. For the purpose of this Clause 19.5, (i) "actual knowledge" of the Pari Passu Note Trustee shall be construed to mean the Pari Passu Note Trustee shall not be charged with knowledge (actual or otherwise) of the existence of facts that would impose an obligation on it to make any payment or prohibit it from making any payment unless a responsible officer of such Pari Passu Note Trustee has received, not less than two Business Days' prior to the date of such payment, a written notice that such payments are required or prohibited by this Agreement; and (ii) "responsible officer" when used in relation to the Pari Passu Note Trustee means any person who is an officer within the corporate trust and agency department of the Pari Passu Note Trustee, including any director, associate director, vice president, assistance vice president, senior associate, assistant treasurer, trust officer, or any other officer of the Pari Passu Note Trustee who customarily performs functions similar to those performed by such officers, or to whom any corporate trust matter is referred because of such individual's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Agreement.

19.6 **Creditors and the Pari Passu Note Trustee**

In acting pursuant to this Agreement and the relevant Pari Passu Note Indenture, the Pari Passu Note Trustee is not required to have any regard to the interests of the Creditors (other than the Pari Passu Noteholders for which it is the Creditor Representative Creditors).

19.7 **Pari Passu Note Trustee; reliance and information**

(a) The Pari Passu Note Trustee may rely and shall be fully protected in acting or refraining from acting upon any notice or other document reasonably believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person.

(b) Without affecting the responsibility of any Debtor for information supplied by it or on its behalf in connection with any Debt Document, each Primary Creditor (other than the Pari Passu Noteholders for which it is the Creditor Representative) confirms that it has not relied exclusively on any information provided to it by a Pari Passu Note Trustee in connection with any Debt Document. A Pari Passu Note Trustee is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another party.

(c) A Pari Passu Note Trustee is entitled to assume that:

(i) any payment or other distribution made in respect of the Liabilities, respectively, has been made in accordance with the provisions of this Agreement;

(ii) any Security granted in respect of the Pari Passu Debt Liabilities is in accordance with Clause 4.2 (*Security: Pari Passu Debt Creditors*);

(iii) no Default or Event of Default has occurred; and

(iv) the Pari Passu Debt Discharge Date has not occurred,

unless it has actual notice to the contrary. A Pari Passu Note Trustee is not obliged to monitor or enquire whether any such default has occurred.

19.8 **No action**

A Pari Passu Note Trustee shall not have any obligation to take any action under this Agreement unless it is indemnified or secured to its satisfaction (whether by way of payment in advance or otherwise) by the Debtors or the Pari Passu Noteholders for which it is the Creditor Representative, as applicable, in accordance with the terms of the relevant Pari Passu Note Indenture. A Pari Passu Note Trustee is not required to indemnify any other person, whether or not a Party in respect of the transactions contemplated by this Agreement.

19.9 **Departmentalisation**

In acting as a Pari Passu Note Trustee, a Pari Passu Note Trustee shall be treated as acting through its agency division which shall be treated as a separate entity from its other divisions and departments. Any information received or acquired by a Pari Passu Note Trustee which is received or acquired by some other division or department or otherwise than in its capacity as Pari Passu Note Trustee may be treated as confidential by that Pari Passu Note Trustee and will not be treated as information possessed by that Pari Passu Note Trustee in its capacity as such.

19.10 **Other parties not affected**

This Clause 19 is intended to afford protection to each Pari Passu Note Trustee only and no provision of this Clause 19 shall alter or change the rights and obligations as between the other parties in respect of each other.

19.11 **Security Agent and the Pari Passu Note Trustees**

(a) A Pari Passu Note Trustee is not responsible for the appointment or for monitoring the performance of the Security Agent.

(b) A Pari Passu Note Trustee shall be under no obligation to instruct or direct the Security Agent to take any Security enforcement action unless it shall have been instructed to do so by the Pari Passu Noteholders for which it is the Creditor Representative and indemnified and/or secured to its satisfaction.

(c) The Security Agent acknowledges and agrees that it has no claims for any fees, costs or expenses from, or indemnification against, a Pari Passu Note Trustee.

19.12 **Provision of information**

A Pari Passu Note Trustee is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party. A Pari Passu Note Trustee is not responsible for:

(a) providing any Creditor with any credit or other information concerning the risks arising under or in connection with the Transaction Security Documents or Pari Passu Debt Documents (including any information relating to the financial condition or affairs of any Debtor or their related entities or the nature or extent of recourse against any party or its assets) whether coming into its possession before, on or after the date of this Agreement; or

(b) obtaining any certificate or other document from any Creditor.

19.13 **Disclosure of information**

Each Debtor irrevocably authorises a Pari Passu Note Trustee to disclose to any other Debtor any information that is received by that Pari Passu Note Trustee in its capacity as Pari Passu Note Trustee.

19.14 **Illegality**

A Pari Passu Note Trustee may refrain from doing anything (including disclosing any information) which might, in its opinion, constitute a breach of any law or regulation and may do anything which, in its opinion, is necessary or desirable to comply with any law or regulation.

19.15 **Resignation of Pari Passu Note Trustee**

A Pari Passu Note Trustee may resign or be removed in accordance with the terms of the relevant Pari Passu Note Indenture, **provided that** a replacement of such Pari Passu Note Trustee agrees with the Parties to become the replacement trustee under this Agreement by the execution of a Creditor/Creditor Representative Accession Undertaking.

19.16 **Agents**

A Pari Passu Note Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with reasonable care by it hereunder.

19.17 **No Requirement for Bond or Security**

A Pari Passu Note Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Agreement.

19.18 **Delivery of documents**

The Company will deliver to the Pari Passu Note Trustee copies of the documents listed in part II (*Conditions subsequent*) of schedule 2 (*Conditions Precedent*) of the Initial Revolving Facility Agreement at the same times as they are delivered to the Revolving Agent.

19.19 **Provisions Survive Termination**

The provisions of this Clause 19 shall survive any termination of discharge of this Agreement.

20. **CHANGES TO THE PARTIES**

20.1 **Assignments and transfers**

No Party may:

(a) assign any of its rights; or

(b) transfer any of its rights and obligations,

in respect of any Debt Documents or the Liabilities except as permitted by this Clause 19.

20.2 **Change of Subordinated Creditor**

Subject to Clause 8.4 (*No acquisition of Subordinated Liabilities*), a Subordinated Creditor may:

(a) assign any of its rights; or

(b) transfer any of its rights and obligations,

in respect of the Subordinated Liabilities owed to it if any assignee or transferee has (if not already party to this Agreement as a Subordinated Creditor) acceded to this Agreement, as a Subordinated Creditor, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

20.3 **Change of, or Additional, Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility**

(a) A Credit Facility Lender or Pari Passu Lender under an existing Credit Facility or Pari Passu Facility may:

(i) assign any of its rights; or

(ii) transfer by novation any of its rights and obligations,

in respect of any Debt Documents or the Liabilities if:

(A) that assignment or transfer is in accordance with the terms of the Credit Facility Agreement or Pari Passu Facility Agreement to which it is a party; and

(B) any assignee or transferee has (if not already a Party as a Credit Facility Lender or Pari Passu Lender, as applicable) acceded to this Agreement, as a Credit Facility Lender or Pari Passu Lender, as applicable, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) **provided that** this paragraph (B) shall not apply in respect of any Liabilities Acquisition of the Credit Facility Liabilities or Pari Passu Liabilities by a member of the Group permitted under the relevant Credit Facility Agreement or Pari Passu Facility Agreement and pursuant to which the relevant Liabilities are discharged and any related commitments cancelled in full substantially contemporaneously with such Liabilities Acquisition.

(b) If any person arranges, underwrites and/or lends any increase of an existing Credit Facility or Pari Passu Facility (including, without limitation, an "Accordion Increase" under and as defined in the Initial Revolving Facility Agreement), it shall not be entitled to share in any of the Transaction Security unless it has (if not already a Party as a Credit Facility Lender or Pari Passu Lender, as applicable, or where it would not be conventional for such person to become a Party and its Creditor Representative has become a Party on its behalf) acceded to this Agreement as a Credit Facility Lender or Pari Passu Lender, as applicable, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) and, to the extent required by the relevant Credit Facility Agreement or Pari Passu Facility Agreement to the Credit Facility Agreement or Pari Passu Facility Agreement as a Credit Facility Lender or Pari Passu Lender, as applicable.

20.4 **Change of Pari Passu Noteholder**

Any Pari Passu Noteholder may assign, transfer or novate any of its rights and obligations to any person without the need for such person to execute and deliver to the Security Agent a Creditor/Creditor Representative Accession Undertaking.

20.5 **Change of Hedge Counterparty**

A Hedge Counterparty may (in accordance with the terms of the relevant Hedging Agreement and subject to any consent required under that Hedging Agreement) transfer any of its rights or obligations in respect of the Hedging Agreements to which it is a party if any transferee has (if not already a Party as a Hedge Counterparty) acceded to this Agreement pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) as a Hedge Counterparty.

20.6 **Change of Creditor Representative**

No person shall become a Creditor Representative unless at the same time, it accedes to this Agreement as a Creditor Representative pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

20.7 **Change of Intra-Group Lender**

Subject to Clause 7.4 (*Acquisition of Intra-Group Liabilities*) and to the terms of the other Debt Documents, any Intra-Group Lender may:

(a) assign any of its rights; or

(b) transfer any of its rights and obligations,

in respect of the Intra-Group Liabilities to another member of the Group if that member of the Group has (if not already a Party as an Intra-Group Lender) acceded to this Agreement as an Intra-Group Lender, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

20.8 **New Subordinated Creditor**

If any shareholder of the Company makes any loan to, grants any credit to or makes available any Financial Indebtedness to the Company, in each case, which constitutes an "Equity Contribution" under and as defined in the Initial Revolving Facility Agreement or any Equivalent Provision of any other Credit Facility Agreement, the Company will procure that that shareholder (if not already a Party as a Subordinated Creditor) accedes to this Agreement as a Subordinated Creditor, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) no later than the date on which that shareholder makes such loan to, grants such credit to or makes available such Financial Indebtedness to the Company.

20.9 **New Intra-Group Lender**

(a) If any member of the Group makes any loan to or grants any credit to or makes any Financial Indebtedness available to any Debtor in an aggregate amount of €15,000,000 or more (or its equivalent in any other currency) (a "**Qualifying Intra-Group Loan**"), the Company will procure that such member of the Group making that Qualifying Intra-Group Loan available (if not already a Party as an Intra-Group Lender) accedes to this Agreement as an Intra-Group Lender, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) within 20 days of

the date on which such member of the Group makes that Qualifying Intra-Group Loan available (the "**Intra-Group Lender Accession Date**") unless that Qualifying Intra-Group Loan is repaid (or otherwise discharged) and cancelled in full on or before the Intra-Group Lender Accession Date.

(b) Any accession to this Agreement of a member of the Group as an Intra-Group Lender pursuant to paragraph (a) above shall be subject to any limitations set out in the relevant Creditor/Creditor Representative Accession Undertaking as may be required to ensure that the accession of such member of the Group as an Intra-Group Lender would not result in (x) a breach of fiduciary duties of directors or officers of such member of the Group or personal, civil or criminal liability on the part of any director or officer of the applicable member of the Group or other members of the Group or (y) any violation of applicable law (including, without limitation, under corporate benefit, thin capitalisation, fraudulent preference, "earnings stripping", financial assistance, equitable subordination, transfer pricing, controlled foreign corporation, capital maintenance, liquidity preservation or similar laws or principles) that, in each case, cannot be avoided or otherwise prevented through measures reasonably available to the Company or such member of the Group.

20.10 **Accession of Credit Facility Creditors under new Credit Facilities**

At any time on or following the Revolving Lender Discharge Date, in order for any loan, credit or debt facility (other than the Initial Revolving Facility) to be a "Credit Facility" for the purposes of this Agreement:

(a) the Company shall designate that loan, credit or debt facility as a Credit Facility and confirm in writing to the Security Agent (for the benefit of the Primary Creditors) that the establishment of that loan, credit or debt facility as a Credit Facility under this Agreement will not breach the terms of any of its existing Primary Documents;

(b) each lender in respect of that loan, credit or debt facility shall accede to this Agreement as a Credit Facility Lender (except where it would not be conventional for such lender to become a Party and its Creditor Representative has become a Party on its behalf);

(c) each arranger in respect of that loan, credit or debt facility shall accede to this Agreement as a Credit Facility Arranger (except where it would not be conventional for such arranger to become a Party and its Creditor Representative has become a Party on its behalf); and

(d) the facility agent (if any) in respect of that loan, credit or debt facility shall accede to this Agreement as the Creditor Representative in relation to that loan, credit or debt facility pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

20.11 **Accession of Pari Passu Debt Creditors under new Pari Passu Notes or Pari Passu Facilities**

(a) In order for any issuance of notes, bonds or debt securities (other than, for the avoidance of doubt, any notes, bonds or debt securities issued under an existing Pari Passu Note Indenture, including, without limitation, any additional Senior Secured Notes issued under the Senior Secured Note Indenture) to constitute "Pari Passu Debt Liabilities" for the purposes of this Agreement:

(i) the Company shall designate that issuance of notes, bonds or debt securities as Pari Passu Notes and confirm in writing to the Security Agent (for the benefit of the Primary Creditors) that the issuance of those notes, bonds or debt securities as Pari Passu Debt Liabilities under this Agreement will not breach the terms of any of its existing Primary Documents; and

(ii) the trustee in respect of those notes, bonds or debt securities shall accede to this Agreement as the Creditor Representative in relation to those Pari Passu Notes pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

(b) In order for any loan, credit or debt facility to constitute a "Pari Passu Facility" for the purposes of this Agreement:

(i) the Company shall designate that loan, credit or debt facility as a Pari Passu Facility and confirm in writing to the Security Agent (for the benefit of the Primary Creditors) that the establishment of that loan, credit or debt facility as a Pari Passu Facility under this Agreement will not breach the terms of any of its existing Primary Documents;

(ii) each lender in respect of that loan, credit or debt facility shall accede to this Agreement as a Pari Passu Lender (except where it would not be conventional for such lender to become a Party and its Creditor Representative has become a Party on its behalf);

(iii) each arranger in respect of that loan, credit or debt facility shall accede to this Agreement as a Pari Passu Arranger (except where it would not be conventional for such arranger to become a Party and its Creditor Representative has become a Party on its behalf); and

(iv) the facility agent (if any) in respect of that loan, credit or debt facility shall accede to this Agreement as the Creditor Representative in relation to that loan, credit or debt facility pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

20.12 **New Ancillary Lender**

If any Affiliate of a Credit Facility Lender becomes an Ancillary Lender in accordance with the relevant Credit Facility Agreement, it shall not be entitled to share in any of the Transaction Security or in the benefit of any guarantee or indemnity in respect of any of the liabilities arising in relation to its Ancillary Facilities unless it has (if not already a Party as a Credit Facility Lender) acceded to this Agreement as a Credit Facility Lender pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) and, to the extent required by the Credit Facility Agreement, to the Credit Facility Agreement as an Ancillary Lender.

20.13 **Creditor/Creditor Representative Accession Undertaking**

With effect from the date of acceptance by the Security Agent of a Creditor/Creditor Representative Accession Undertaking duly executed and delivered to the Security Agent by the relevant acceding party or, if later, the date specified in that Creditor/Creditor Representative Accession Undertaking:

(a) any Party ceasing entirely to be a Creditor shall be discharged from further obligations towards the Security Agent and other Parties under this Agreement and

their respective rights against one another shall be cancelled (except in each case for those rights which arose prior to that date);

(b) as from that date, the replacement or new Creditor shall assume the same obligations and become entitled to the same rights, as if it had been an original Party in the capacity specified in the Creditor/Creditor Representative Accession Undertaking;

(c) to the extent envisaged by the relevant Credit Facility Agreement, any new Ancillary Lender (which is an Affiliate of a Credit Facility Lender shall also become party to the relevant Credit Facility Agreement as an Ancillary Lender and shall assume the same obligations and become entitled to the same rights as if it had been an original party to the Credit Facility Agreement as an Ancillary Lender; and

(d) at the reasonable request of the Security Agent, the acceding Creditor or Creditor Representative shall promptly raise to the status of a Spanish Public Document the Creditor/Creditor Representative Accession Undertaking.

20.14 **New Debtor**

(a) If any member of the Group:

(i) incurs any Intra-Group Liabilities as borrower of a Qualifying Intra-Group Loan; or

(ii) gives any Security, guarantee, indemnity or other assurance against loss in respect of a Qualifying Intra-Group Loan,

the Debtors will procure that such member of the Group (if not already a Party as a Debtor) accedes to this Agreement as a Debtor, in accordance with paragraph (d) below, within 20 days of the date on which such member of the Group incurs those Intra-Group Liabilities as borrower of that Qualifying Intra-Group Loan or gives that assurance against loss in respect of that Qualifying Intra-Group Loan (the "**Debtor Accession Date**") unless its Intra-Group Liabilities as borrower of that Qualifying Intra-Group Loan are repaid (or otherwise discharged) and cancelled in full or, as the case may be, its assurance against loss in respect of that Qualifying Intra-Group Loan is released and discharged in full, in each case, on or before the Debtor Accession Date.

(b) If any member of the Group:

(i) incurs any Liabilities (other than Intra-Group Liabilities); or

(ii) gives any Security, guarantee, indemnity or other assurance against loss in respect of any Liabilities (other than Intra-Group Liabilities),

the Debtors will procure that such member of the Group accedes to this Agreement as a Debtor, in accordance with paragraph (d) below, no later than contemporaneously with the incurrence of those Liabilities or the giving of that assurance.

(c) If any Affiliate of a Credit Facility Borrower becomes a borrower of an Ancillary Facility in accordance with the relevant Credit Facility Agreement, the relevant Credit Facility Borrower shall procure that such Affiliate accedes to this Agreement as a Debtor no later than contemporaneously with the date on which it becomes a borrower.

(d) With effect from the date of acceptance by the Security Agent of a Debtor Accession Deed duly executed and delivered to the Security Agent by the new Debtor or, if later, the date specified in the Debtor Accession Deed, the new Debtor shall assume the same obligations and become entitled to the same rights as if it had been an original Party as a Debtor.

(e) Any accession to this Agreement of a member of the Group as a Debtor pursuant to paragraph (a), (b) or (c) above shall be subject to any limitations set out in the relevant Debtor Accession Deed as may be required to ensure that the accession of such member of the Group as a Debtor would not result in (x) a breach of fiduciary duties of directors or officers of such member of the Group or personal, civil or criminal liability on the part of any director or officer of the applicable member of the Group or other members of the Group or (y) any violation of applicable law (including, without limitation, under corporate benefit, thin capitalisation, fraudulent preference, "earnings stripping", financial assistance, equitable subordination, transfer pricing, controlled foreign corporation, capital maintenance, liquidity preservation or similar laws or principles) that, in each case, cannot be avoided or otherwise prevented through measures reasonably available to the Company or such member of the Group.

20.15 **Additional parties**

(a) Each of the Parties appoints the Security Agent to receive on its behalf each Debtor Accession Deed and Creditor/Creditor Representative Accession Undertaking delivered to the Security Agent and the Security Agent shall, as soon as reasonably practicable after receipt by it, sign and accept the same if it appears on its face to have been completed, executed and, where applicable, delivered in the form contemplated by this Agreement or, where applicable, by the relevant Debt Document.

(b) In the case of a Creditor/Creditor Representative Accession Undertaking delivered to the Security Agent by any new Ancillary Lender (which is an Affiliate of a Credit Facility Lender):

(i) the Security Agent shall, as soon as practicable after signing and accepting that Creditor/Creditor Representative Accession Undertaking in accordance with paragraph (a) above, deliver that Creditor/Creditor Representative Accession Undertaking to the relevant Creditor Representative; and

(ii) the relevant Creditor Representative shall, as soon as practicable after receipt by it, sign and accept that Creditor/Creditor Representative Accession Undertaking if it appears on its face to have been completed, executed and delivered in the form contemplated by this Agreement.

20.16 **Resignation of a Debtor**

(a) The Company may request that a Debtor ceases to be a Debtor by delivering to the Security Agent a Debtor Resignation Request.

(b) The Security Agent shall accept a Debtor Resignation Request and notify the Company and each other Party of its acceptance if:

(i) the Company has confirmed that no Default is continuing or would result from the acceptance of the Debtor Resignation Request;

(ii) to the extent that the Credit Facility Discharge Date has not occurred, each relevant Creditor Representative notifies the Security Agent that that Debtor is not, or has ceased to be, a Credit Facility Borrower or a Credit Facility Guarantor;

(iii) each Hedge Counterparty notifies the Security Agent that that Debtor is under no actual or contingent obligations to that Hedge Counterparty in respect of the Hedging Liabilities;

(iv) to the extent that the Pari Passu Debt Discharge Date has not occurred, each Pari Passu Note Trustee notifies the Security Agent that the Debtor is not, or has ceased to be, an issuer or guarantor of the Pari Passu Debt Liabilities for which it is the Creditor Representative; and

(v) the Company confirms that that Debtor is under no actual or contingent obligations in respect of Intra-Group Liabilities which are in excess of €100,000.

(c) Upon notification by the Security Agent to the Company of its acceptance of the resignation of a Debtor, that member of the Group shall cease to be a Debtor and shall have no further rights or obligations under this Agreement as a Debtor.

(d) Notwithstanding the above, if a Debtor:

(i) ceases to be a member of the Group pursuant to any disposal or other transaction which is not prohibited under the Primary Documents; or

(ii) automatically ceases to have any obligations as a borrower, issuer or guarantor under the applicable Primary Documents and is under no actual or contingent obligations in respect of Intra-Group Liabilities which are in excess of €100,000,

any rights and obligations of that Debtor under this Agreement shall automatically terminate.

SECTION 8
ADDITIONAL PAYMENT OBLIGATIONS

21. COSTS AND EXPENSES

21.1 Transaction expenses

The Company shall (or shall procure that another Debtor shall) within thirty days of demand, pay the Security Agent the amount of all costs and expenses (including legal fees) (together with any applicable VAT) reasonably incurred by the Security Agent and by any Receiver or Delegate in connection with the negotiation, preparation, printing, execution and perfection of:

(a) this Agreement and any other documents referred to in this Agreement and the Transaction Security; and

(b) any other Debt Documents executed after the date of this Agreement,

subject to any agreed cap.

21.2 Amendment costs

If a Debtor requests an amendment, waiver or consent, the Company shall (or shall procure that another Debtor shall), within thirty Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) (together with any applicable VAT) reasonably incurred by the Security Agent (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement, in each case, up to any agreed cap.

21.3 Enforcement and preservation costs

The Company shall (or shall procure that another Debtor shall), within five Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees and together with any applicable VAT) incurred by it in connection with the enforcement of or the preservation of any rights under any Debt Document and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights, except for any arising out of the gross negligence or wilful default by the Security Agent.

21.4 Security Agent's fees

The Company shall (or shall procure that another Debtor shall) pay to the Security Agent (for its own account) the security agent fee in the amount and at the times agreed in the letter dated on or about the date of this Agreement between the Security Agent and the Company.

21.5 Stamp taxes

The Company shall (or shall procure that another Debtor shall) pay and, within five Business Days of demand, indemnify the Security Agent against any cost, loss or liability the Security Agent incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Debt Document, excluding (a) any payable on or in connection with any transfer or assignment by any Primary Creditor of any of its rights and/or obligations under the Debt Documents and (b) any Luxembourg registration duties (*droit d'enregistrement*) due to a registration by a Primary Creditor of any Debt Document in Luxembourg when such registration is not required to maintain, preserve, establish or enforce the rights of a Primary

Creditor under a Debt Document, except where such registration duties are the result of the independent action of the Company.

21.6 **Interest on demand**

If any Creditor or Debtor fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on that sum) at the rate which is one per cent. per annum over the rate at which the Security Agent would be able to obtain by placing on deposit with a leading bank an amount comparable to the unpaid amounts in the currencies of those amounts for any period(s) that the Security Agent may from time to time select **provided that** if any such rate is below zero, that rate will be deemed to be zero.

21.7 **Transfer costs**

Notwithstanding any other term of this Agreement, if a Primary Creditor assigns or transfers any of its rights or obligations under the Debt Documents no member of the Group shall be required to pay any fees, costs, expenses, Taxes or other amounts relating to or arising in connection with that assignment or transfer (including without limitation any amount relating to the perfection of any Transaction Security).

22. **OTHER INDEMNITIES**

22.1 **Indemnity to the Security Agent**

(a) Each Debtor jointly and severally shall within five Business Days of demand indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability (together with any applicable VAT) incurred by any of them as a result of:

(i) any failure by the Company to comply with its obligations under Clause 21 (*Costs and expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security in accordance with the relevant Debt Documents;

(iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent, each Receiver and each Delegate by the Debt Documents or by law;

(v) any default by any Debtor in the performance of any of the obligations expressed to be assumed by it in the Debt Documents;

(vi) instructing lawyers, accountants, tax advisers, surveyors, a Financial Adviser or other professional advisers or experts as permitted under this Agreement **provided that** such instruction has been authorised by the Company and subject to any agreed caps on legal and other fees; or

(vii) acting as Security Agent, Receiver or Delegate under the Debt Documents or which otherwise relates to any of the Security Property (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's

gross negligence or wilful misconduct or deliberate breach of the terms of this Agreement).

(b) The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 22.1 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

22.2 **Company's indemnity to Primary Creditors**

The Company shall promptly and as principal obligor indemnify each Primary Creditor against any cost, loss or liability (together with any applicable VAT), whether or not reasonably foreseeable, incurred by any of them in relation to or arising out of the operation of Clause 14 (*Distressed Disposals*) (otherwise than by reason of the relevant cost, loss or liability being caused by the gross negligence, wilful misconduct or wilful default of the relevant Primary Creditor).

SECTION 9
ADMINISTRATION

23. INFORMATION

23.1 Dealings with Security Agent and Creditor Representatives

(a) Subject to clause 37.5 *(Communication when Agent is Impaired Agent)* of the Initial Revolving Facility Agreement and to any Equivalent Provision of any other Credit Facility Agreement or any Pari Passu Facility Agreement, each Credit Facility Lender, Pari Passu Noteholder and Pari Passu Lender shall deal with the Security Agent exclusively through its Creditor Representative and the Hedge Counterparties shall deal directly with the Security Agent and shall not deal through any Creditor Representative.

(b) No Creditor Representative shall be under any obligation to act as agent or otherwise on behalf of any Hedge Counterparty except as expressly provided for in, and for the purposes of, this Agreement.

23.2 Disclosure between Primary Creditors and Security Agent

Notwithstanding any agreement to the contrary but subject to compliance with applicable laws (including securities law relating to insider dealing and market abuse), each of the Debtors and the Subordinated Creditors consents, until the Final Discharge Date, to the disclosure by any Primary Creditor and the Security Agent to each other (whether or not through a Creditor Representative or the Security Agent) of such information concerning the Debtors and the Subordinated Creditors as any Primary Creditor or the Security Agent shall see fit.

23.3 Notification of prescribed events

(a) If an Event of Default or Default under a Primary Document either occurs or ceases to be continuing the relevant Creditor Representative shall, upon becoming aware of that occurrence or cessation, notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Primary Creditor.

(b) If a Credit Facility Acceleration Event occurs the relevant Credit Facility Agent shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Party.

(c) If a Pari Passu Debt Acceleration Event occurs the relevant Creditor Representative(s) shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each other Party.

(d) If the Security Agent enforces, or takes formal steps to enforce, any of the Transaction Security it shall notify each Party of that action.

(e) If any Primary Creditor exercises any right it may have to enforce, or to take formal steps to enforce, any of the Transaction Security it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each Party of that action.

(f) If a Debtor defaults on any Payment due under a Hedging Agreement, the Hedge Counterparty which is party to that Hedging Agreement shall, upon becoming aware of that default, notify the Security Agent and the Security Agent shall, upon receiving

that notification, notify the Creditor Representatives and each other Hedge Counterparty.

(g) If a Hedge Counterparty terminates or closes-out, in whole or in part, any hedging transaction under any Hedging Agreement under Clause 5.9 (*Permitted Enforcement: Hedge Counterparties*) it shall notify the Security Agent and the Security Agent shall, upon receiving that notification, notify each Creditor Representative and each other Hedge Counterparty.

(h) If the Security Agent receives a notice under paragraph (a) of Clause 6.1 (*Option to purchase: Pari Passu Debt Creditors*) it shall upon receiving that notice, notify, and send a copy of that notice to, each Credit Facility Agent.

(i) If the Security Agent receives a notice under paragraph (a) of Clause 6.2 (*Hedge Transfer: Pari Passu Debt Creditors*) it shall upon receiving that notice, notify, and send a copy of that notice to, each Hedge Counterparty.

24. NOTICES

24.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

24.2 Security Agent's communications with Primary Creditors

The Security Agent shall be entitled to carry out all dealings:

(a) with the Credit Facility Lenders, Pari Passu Noteholders and Pari Passu Lenders through their respective Creditor Representatives and may give to the Creditor Representatives, as applicable, any notice or other communication required to be given by the Security Agent to a Credit Facility Lender, Pari Passu Noteholder or Pari Passu Lender; and

(b) with each Hedge Counterparty directly with that Hedge Counterparty.

24.3 Addresses

The address and fax number and/or email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

(a) in the case of the Company:

Address:	Bailén 67 08009 Barcelona Spain
Email address:	david.elizaga@edreamsodigeo.com ignacio.demergasso@edreamsodigeo.com
Attention:	David Elizaga – Chief Financial Officer Ignacio Demergasso – Head of Treasury;

(b) in the case of the Senior Secured Note Trustee:

Address:	Winchester House 1 Great Winchester Street London EC2N 2DB
Email address:	Tss-gds.eur@db.com
Attention:	Managing Director;

(c) in the case of the Revolving Agent:

Address:	Société Générale, Sucursal de Espana Torre Picasso Plaza de Pablo Ruiz Picasso, 1 28020 – Madrid
Email Address:	beatriz.melero@sgcib.com / diego.garnacho@sgcib.com
Attention:	Beatriz Melero Soler / Diego Garnacho Hernández;

(d) in the case of the Security Agent:

Address:	Société Générale, Sucursal de Espana Torre Picasso Plaza de Pablo Ruiz Picasso, 1 28020 – Madrid
Email Address:	beatriz.melero@sgcib.com / diego.garnacho@sgcib.com
Attention:	Beatriz Melero Soler / Diego Garnacho Hernández; and

(e) in the case of each other Party, that notified in writing to the Security Agent on or prior to the date on which it becomes a Party,

or any substitute address, fax number or department or officer which that Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

24.4 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 24.3 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

(c) Any communication or document made or delivered to the Company in accordance with this Clause 24.4 will be deemed to have been made or delivered to each of the Debtors.

(d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

24.5 **Notification of address and fax number**

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 24.4 (*Addresses*) or changing its own address or fax number, the Security Agent shall notify the other Parties.

24.6 **Electronic communication**

(a) Any communication or document to be made or delivered by one Party to another under or in connection with this Agreement may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between a Subordinated Creditor, a Debtor or an Intra-Group Lender and the Security Agent or a Primary Creditor may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.

(c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.

(d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(e) Any reference in this Agreement to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 24.6.

24.7 **English language**

(a) Any notice given under or in connection with this Agreement must be in English.

(b) All other documents provided under or in connection with this Agreement must be:

(i) in English; or

(ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

25. PRESERVATION

25.1 Partial invalidity

If, at any time, any provision of a Debt Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

25.2 No impairment

If, at any time after its date, any provision of a Debt Document (including this Agreement) is not binding on or enforceable in accordance with its terms against a person expressed to be a party to that Debt Document, neither the binding nature nor the enforceability of that provision or any other provision of that Debt Document will be impaired as against the other party(ies) to that Debt Document.

25.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under a Debt Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Debt Document. No election to affirm any Debt Document on the part of a Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Debt Document are cumulative and not exclusive of any rights or remedies provided by law.

25.4 Waiver of defences

The provisions of this Agreement or any Transaction Security will not be affected by an act, omission, matter or thing which, but for this Clause 25.4, would reduce, release or prejudice the subordination and priorities expressed to be created by this Agreement including (without limitation and whether or not known to any Party):

(a) any time, waiver or consent granted to, or composition with, any Debtor or other person;

(b) the release of any Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Debtor or other person;

(e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Debt Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security;

(g) any intermediate Payment of any of the Liabilities owing to the Primary Creditors in whole or in part; or

(h) any insolvency or similar proceedings.

25.5 **Priorities not affected**

Except as otherwise provided in this Agreement and to the extent permitted by applicable law the priorities referred to in Clause 2 (*Ranking and Priority*) will:

(a) not be affected by any reduction or increase in the principal amount secured by the Transaction Security in respect of the Liabilities owing to the Primary Creditors or by any intermediate reduction or increase in, amendment or variation to any of the Debt Documents, or by any variation or satisfaction of, any of the Liabilities or any other circumstances;

(b) apply regardless of the order in which or dates upon which this Agreement and the other Debt Documents are executed or registered or notice of them is given to any person; and

(c) secure the Liabilities owing to the Primary Creditors in the order specified, regardless of the date upon which any of the Liabilities arise or of any fluctuations in the amount of any of the Liabilities outstanding.

26. CONSENTS, AMENDMENTS AND OVERRIDE

26.1 Required consents

(a) Subject to paragraphs (b), (c) and (d) below, Clause 3.6 (*Additional Credit Facility Liabilities*), Clause 4.3 (*Additional Pari Passu Liabilities*), Clause 18.24 (*Release and re-grant of Transaction Security*), Clause 26.4 (*Exceptions*), Clause 26.5 (*Excluded Credit Participations and Pari Passu Credit Participations*) and Clause 26.6 (*Disenfranchisement of Significant Shareholders under the Initial Revolving Facility Agreement*):

(i) Clause 17.1 (*Equalisation Definitions*) to Clause 17.3 (*Equalisation*) may be amended or waived with the consent of the Creditor Representatives in respect of any Credit Facilities, the Super Senior Creditors and the Security Agent to the extent that that amendment or waiver does not affect the Pari Passu Creditors, the Intra-Group Lenders, the Subordinated Creditors or the Debtors;

(ii) Schedule 4 (*Enforcement Principles*) may be amended or waived with the consent of the Required Super Senior Creditors and the Required Pari Passu Creditors and the Security Agent and without the consent of the Company, any Debtor, any Intra-Group Lender or any Subordinated Creditor to the extent that that amendment or waiver does not impose obligations on the

Company, any Debtor, any Intra-Group Lender or any Subordinated Creditor; and

(iii) Schedule 5 (*Hedge Counterparties' Guarantee and Indemnity*) may be amended or waived with the consent of each Hedge Counterparty to the extent that that amendment or waiver does not affect the Pari Passu Debt Creditors or the Credit Facility Lenders; and

(iv) subject to paragraphs (i) to (iii) above, this Agreement may be amended or waived only with the consent of the Company, the Required Super Senior Creditors, the Required Pari Passu Creditors and the Security Agent.

(b) Subject to Clause 26.4 (*Exceptions*), an amendment or waiver that has the effect of changing or which relates to:

(i) Clause 11 (*Redistribution*), Clause 12 (*Enforcement of Transaction Security*), Clause 16 (*Application of Proceeds*) or this Clause 26 (*Consents, Amendments and Override*); or

(ii) paragraphs (d)(iii), (e) and (f) of Clause 18.2 (*Instructions*),

shall not be made without the consent of:

(A) the Required Super Senior Creditors; and

(B) the Required Pari Passu Creditors.

(c) An amendment that has the effect of changing or which relates to:

(i) curing defects, resolving ambiguities or reflecting changes of a minor, technical or administrative nature; or

(ii) the requirements of any person proposing to act as a Creditor Representative which are customary for persons acting in such capacity,

may be made by the relevant Creditor Representative and Security Agent and in each case the Company, without the need for consent from any other Party.

(d) To the extent that an amendment or consent or waiver only affects the rights or obligations of (i) the Credit Facility Creditors and cannot reasonably be expected to adversely affect the interests of the Pari Passu Debt Creditors or (ii) the Pari Passu Debt Creditors and cannot reasonably be expected to adversely affect the interests of the Credit Facility Creditors, such amendment may be made by the relevant Creditor Representative in respect of the Credit Facility Creditors or the Pari Passu Debt Creditors, as applicable, without the need for consent from any other Creditor.

26.2 **Amendments and Waivers: Security Documents**

(a) Subject to Clause 26.4 (*Exceptions*) and unless the provisions of any Debt Document expressly provide otherwise, the Security Agent may, if the Company consents, amend the terms of, waive any of the requirements of or grant consents under the Security Documents with:

(i) prior to the Revolving Lender Discharge Date, the consent of the Revolving Agent acting on the instructions of the requisite Revolving Lenders (to the

extent such Security Document secures the Initial Revolving Facility Liabilities);

(ii) prior to the Senior Secured Note Discharge Date, the consent of the Senior Secured Note Trustee acting on the instructions of the requisite Senior Secured Noteholders (to the extent such Security Document secures the Senior Secured Note Liabilities);

(iii) prior to the Credit Facility Discharge Date, the consent of the relevant Creditor Representative acting on the instructions of the requisite Credit Facility Lenders (other than the Revolving Lenders) in respect of which it is the Creditor Representative (to the extent such Security Document secures the Credit Facility Liabilities owed by the Debtors to such Credit Facility Lenders);

(iv) prior to the Pari Passu Debt Discharge Date:

(A) the consent of the Pari Passu Note Trustee acting on the instructions of the requisite Pari Passu Noteholders (other than the Senior Secured Noteholders) in respect of which it is the Creditor Representative (to the extent such Security Document secures such Pari Passu Note Liabilities); and

(B) the consent of the relevant Creditor Representative acting on the instructions of the requisite Pari Passu Lenders in respect of which it is the Creditor Representative (to the extent such Security Document secures the Pari Passu Liabilities owed by the Debtors to such Pari Passu Lenders); and

(v) to the extent that it has any Hedging Liabilities or any hedging transactions then outstanding, each Hedge Counterparty.

(b) For the avoidance of doubt, paragraph (a) above is without prejudice to:

(i) any amendment supplement, restatement or renewal of any Security Document made or given in accordance with Clause 3.6 (*Additional Credit Facility Liabilities*), Clause 4.3 (*Additional Pari Passu Liabilities*) or Clause 18.24 (*Release and re-grant of Transaction Security*); and

(ii) any release of Transaction Security permitted under this Agreement (including, without limitation, under Clause 13 (*Non-Distressed Disposals*) or Clause 18.24 (*Release and re-grant of Transaction Security*)) or under each Credit Facility Agreement, Pari Passu Facility Agreement and Pari Passu Note Indenture (in each case, without prejudice to any obligation of any member of the Group to provide replacement security in accordance with the terms of such Credit Facility Agreement, Pari Passu Facility Agreement or Pari Passu Note Indenture).

26.3 **Effectiveness**

(a) Any amendment, waiver or consent given in accordance with this Clause 26 will be binding on all Parties and the Security Agent may effect, on behalf of any Primary Creditor, any amendment, waiver or consent permitted by this Clause 26.

(b) Without prejudice to the generality of Clause 18.7 (*Rights and discretions*) the Security Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.

26.4 **Exceptions**

(a) Subject to paragraphs (c) and (d) below, if the amendment, waiver or consent may impose new or additional obligations on or withdraw or reduce the rights of any Party other than:

(i) in the case of a Primary Creditor (other than any Creditor Representative or any Arranger), in a way which affects or would affect Primary Creditors of that Party's class generally; or

(ii) in the case of a Debtor, to the extent consented to by the Company under paragraph (a) of Clause 26.2 (*Amendments and Waivers: Security Documents*),

the consent of that Party is required.

(b) Subject to paragraphs (c) and (d) below, an amendment, waiver or consent which relates to the rights or obligations of a Creditor Representative, an Arranger, the Security Agent (including, without limitation, any ability of the Security Agent to act in its discretion under this Agreement) or a Hedge Counterparty may not be effected without the consent of that Creditor Representative or, as the case may be, that Arranger, the Security Agent or that Hedge Counterparty.

(c) Neither paragraph (a) nor (b) above shall apply:

(i) to any release of Transaction Security, claim or Liabilities; or

(ii) to any consent,

which, in each case, the Security Agent gives in accordance with Clause 3.6 (*Additional Credit Facility Liabilities*), Clause 4.3 (*Additional Pari Passu Liabilities*), Clause 13 (*Non-Distressed Disposals*), Clause 14 (*Distressed Disposals*) or Clause 18.24 (*Release and re-grant of Transaction Security*).

(d) Paragraphs (a) and (b) above shall apply to an Arranger only to the extent that Liabilities are then owed to that Arranger.

26.5 **Excluded Super Senior Credit Participations and Pari Passu Credit Participations**

(a) Subject to paragraph (b) below, if in relation to:

(i) a request for a Consent in relation to any of the terms of this Agreement;

(ii) a request to participate in any other vote of Super Senior Creditors or Pari Passu Creditors (or any group of them) under the terms of this Agreement;

(iii) a request to approve any other action under this Agreement;

(iv) a request to provide any confirmation or notification under this Agreement; or

(v) a request to provide details of an Exposure,

any Super Senior Creditor, Pari Passu Hedge Counterparty or any Pari Passu Facility Creditor:

(A) fails to respond to that request within 15 Business Days of that request being made; or

(B) (in the case of paragraphs (i) to (iii) above) fails to provide details of its Super Senior Credit Participation or Pari Passu Credit Participation to the Security Agent within the timescale specified by the Security Agent;

(vi) in the case of paragraphs (i) to (iii) above, that Super Senior Creditor's Super Senior Credit Participation or that Pari Passu Hedge Counterparty's or Pari Passu Facility Creditor's Pari Passu Credit Participation (as the case may be), shall be deemed to be zero for the purpose of calculating the Super Senior Credit Participations or Pari Passu Credit Participations, as applicable, when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Super Senior Credit Participations or Pari Passu Credit Participations, as applicable, has been obtained to give that Consent, carry that vote or approve that action;

(vii) in the case of paragraphs (i) to (iii) above, that Super Senior Creditor's status as a Super Senior Creditor, that Pari Passu Hedge Counterparty's status as a Pari Passu Hedge Counterparty or that Pari Passu Facility Creditor's status as a Pari Passu Facility Creditor shall be disregarded for the purposes of ascertaining whether the agreement of any specified group of Super Senior Creditors or Pari Passu Creditors has been obtained to give that Consent, carry that vote or approve that action;

(viii) in the case of paragraph (iv) above, that confirmation or notification shall be deemed to have been given; and

(ix) in the case of paragraph (v) above, that Super Senior Creditor's Exposure shall be deemed to be zero.

(b) Paragraph (a)(A)above shall not apply to an amendment or waiver referred to in paragraphs (b)(i) or (b)(ii) of Clause 26.1 (*Required Consents*).

26.6 **Disenfranchisement of Significant Shareholders under the Initial Revolving Facility Agreement**

(a) For so long as a Significant Shareholder (i) beneficially owns a Credit Facility Credit Participation relating to a "Commitment" under and as defined in the Initial Revolving Facility Agreement (an "**Initial Revolving Facility Credit Participation**") or (ii) has entered into a sub-participation agreement relating to an Initial Revolving Facility Credit Participation or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated, in ascertaining:

(i) the Majority Super Senior Creditors or Required Super Senior Creditors; or

(ii) whether:

(A) any relevant percentage (including, for the avoidance of doubt, unanimity) of Super Senior Credit Participations; or

(B) the agreement of any specified group of Credit Facility Creditors,

has been obtained to approve any request for a Consent or to carry any other vote or approve any action under this Agreement,

that Initial Revolving Facility Credit Participation shall be deemed to be zero and that Significant Shareholder (or the person with whom it has entered into that sub-participation, other agreement or arrangement) shall be deemed not to be a Credit Facility Lender in respect of the Initial Revolving Facility Agreement.

(b) Each Significant Shareholder that is a Revolving Lender agrees that:

(i) in relation to any meeting or conference call to which all the Revolving Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Security Agent or, unless the Security Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) it shall not, unless the Security Agent otherwise agrees, be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Security Agent or one or more of the Revolving Lenders.

26.7 **Disenfranchisement of Significant Shareholders under other Credit Facility Agreements, Hedging Agreements and other Pari Passu Debt Documents**

(a) If and to the extent any Credit Facility Agreement (other than the Initial Revolving Facility Agreement), any Pari Passu Facility Agreement or any Pari Passu Note Indenture (other than the Senior Secured Note Indenture) provides for disenfranchisement of Significant Shareholders or any Significant Shareholder is a Hedge Counterparty or otherwise has any exposure as a creditor with respect to Hedging Liabilities, the provisions of paragraphs (b) and (c) below shall apply in respect of the Credit Facility Credit Participations under such Credit Facility Agreement (a "**Relevant Credit Facility Credit Participation**"), the Pari Passu Credit Participations under such Pari Passu Facility Agreement or such Pari Passu Note Indenture (a "**Relevant Pari Passu Credit Participation**") or the Super Senior Credit Participations and/or Pari Passu Hedge Credit Participations (as applicable) under the relevant Hedging Agreement (a "**Relevant Hedge Participation**"), as the case may be.

(b) For so long as a Significant Shareholder (i) beneficially owns a Relevant Super Senior Credit Participation, a Relevant Pari Passu Credit Participation or a Relevant Hedge Participation or (ii) has entered into a sub-participation agreement relating to a Relevant Credit Facility Credit Participation, a Relevant Pari Passu Credit Participation or a Relevant Hedge Participation or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated, in ascertaining:

(i) the Required Super Senior Creditors or Required Pari Passu Creditors; or

(ii) the Majority Super Senior Creditors or Majority Pari Passu Creditors; or

(iii) whether:

(A) any relevant percentage (including, for the avoidance of doubt, unanimity) of Super Senior Credit Participations or Pari Passu Credit Participations; or

(B) the agreement of any specified group of Primary Creditors,

has been obtained to approve any request for a Consent or to carry any other vote or approve any action under this Agreement,

that Relevant Credit Facility Credit Participation, Relevant Pari Passu Credit Participation or Relevant Hedge Participation shall be deemed to be zero and that Significant Shareholder (or the person with whom it has entered into that sub-participation, other agreement or arrangement) shall be deemed not to be a Credit Facility Lender, a Hedge Counterparty or a Pari Passu Creditor.

(c) Each Significant Shareholder to the extent it is a Credit Facility Lender in respect of a Relevant Credit Facility Credit Participation, a Pari Passu Creditor in respect of a Relevant Pari Passu Credit Participation or a Hedge Counterparty agrees that:

(i) in relation to any meeting or conference call to which all the Credit Facility Creditors, all the Super Senior Creditors, all the Pari Passu Debt Creditors, all the Pari Passu Creditors, all the Primary Creditors, or any combination of those groups of Primary Creditors are invited to attend or participate, it shall not attend or participate in the same if so requested by the Security Agent or, unless the Security Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) it shall not, unless the Security Agent otherwise agrees, be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Security Agent or one or more of the Primary Creditors.

(d) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall override any disenfranchisement provisions in the Senior Secured Note Indenture, and such provisions shall (to the extent applicable) apply.

26.8 **Disenfranchisement of Defaulting Lenders**

(a) For so long as a Defaulting Lender has any Available Commitment in ascertaining:

(i) the Required Super Senior Creditors or Required Pari Passu Creditors;

(ii) the Majority Super Senior Creditors or Majority Pari Passu Creditors; or

(iii) whether:

(A) any relevant percentage (including, for the avoidance of doubt, unanimity) of Super Senior Credit Participations or Pari Passu Credit Participations; or

(B) the agreement of any specified group of Primary Creditors,

has been obtained to approve any request for a Consent or to carry any other vote or approve any action under this Agreement,

that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments and, to the extent that that reduction results in that Defaulting Lender's Commitments being zero, that Defaulting Lender shall be deemed not to be a Credit Facility Lender or Pari Passu Creditor.

(b) For the purposes of this Clause 26.8, the Security Agent may assume that the following Primary Creditors are Defaulting Lenders:

(i) any Credit Facility Lender or Pari Passu Lender which has notified the Security Agent that it has become a Defaulting Lender;

(ii) any Credit Facility Lender or Pari Passu Lender to the extent that the relevant Creditor Representative has notified the Security Agent that that Credit Facility Lender or Pari Passu Lender is a Defaulting Lender; and

(iii) any Credit Facility Lender or Pari Passu Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b), or (c) of the definition of "Defaulting Lender" in the Initial Revolving Facility Agreement or any Equivalent Provision of any other Credit Facility Agreement or Pari Passu Facility Agreement has occurred,

unless it has received notice to the contrary from the Credit Facility Lender or Pari Passu Lender concerned (together with any supporting evidence reasonably requested by the Security Agent) or the Security Agent is otherwise aware that the Credit Facility Lender or Pari Passu Lender has ceased to be a Defaulting Lender.

26.9 **Pro rata interest settlement**

Paragraph (c) of clause 29.11 (*Pro rata interest settlement*) of the Initial Revolving Facility Agreement or any Equivalent Provision of a Credit Facility Agreement or Pari Passu Facility Agreement shall apply to any request for a Consent, to carry any other vote or approve any action under this Agreement.

26.10 **Calculation of Credit Facility Credit Participations, Super Senior Credit Participations, Pari Passu Hedge Participations and Pari Passu Credit Participations**

For the purpose of ascertaining whether any relevant percentage of Credit Facility Credit Participations, Super Senior Credit Participations, Pari Passu Hedge Participations or Pari Passu Credit Participations has been obtained under this Agreement, the Security Agent may notionally convert the Credit Facility Credit Participations, Super Senior Credit Participations, Pari Passu Hedge Participations and/or Pari Passu Creditor Participations into their Common Currency Amounts.

26.11 **Deemed consent**

If, at any time prior to the Super Senior Discharge Date, the Credit Facility Lenders, the Pari Passu Note Trustees (to the extent required under the Senior Secured Note Documents) and the Pari Passu Debt Creditors (to the extent required under the Pari Passu Debt Documents) give a Consent in respect of their respective Debt Documents then, if that action was permitted by the terms of this Agreement, the Intra-Group Lenders and the Subordinated Creditors will (or will be deemed to):

(a) give a corresponding Consent in equivalent terms in relation to each of the Debt Documents to which they are a party; and

(b) do anything (including executing any document) that the Primary Creditors may reasonably require to give effect to this Clause 26.11.

26.12 **Excluded consents**

Clause 26.11 (*Deemed consent*) does not apply to any Consent which has the effect of:

(a) increasing or decreasing the Liabilities;

(b) changing the basis upon which any Permitted Payments are calculated (including the timing, currency or amount of such Payments); or

(c) changing the terms of this Agreement or of any Security Document.

26.13 **No liability**

None of the Primary Creditors will be liable to any other Creditor, or Debtor for any Consent given or deemed to be given under this Clause 26.

26.14 **Agreement to override**

(a) Subject to paragraph (b) below, unless expressly stated otherwise in this Agreement, this Agreement overrides anything in the Debt Documents to the contrary.

(b) Notwithstanding anything to the contrary in this Agreement, paragraph (a) above will not cure, postpone, waive or negate in any manner any default or event of default (however described) under any Debt Document as between any Creditor and any Debtor that are party to that Debt Document.

27. LIMITATIONS

The obligations of any Debtor or Intra-Group Lender which accedes to this Agreement by executing a Debtor Accession Deed or a Creditor/Creditor Representative Accession Undertaking, if applicable, shall be subject to the limitations (if any) set out therein.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

29. EXECUTIVE PROCEEDINGS

29.1 **Notarial document**

The Company undertakes (at its own cost) to formalise in a Spanish Public Document (a) this Agreement as well as any amendments in respect thereof entered into on or prior to the date of first utilisation under the Initial Revolving Facility Agreement (the "**Closing Date**") by no later than the date falling 60 Business Days after the Closing Date and (b) any other amendments to this Agreement entered into after the Effective Date and each Debtor Accession Deed in respect of any Debtor incorporated in Spain, within 60 Business Days after receipt of the request of the Security Agent, so that each such document may have the status of a notarial document for all purposes contemplated in Article 517 of the Spanish Civil Procedural Law. For the avoidance of doubt, any Debtor Accession Deed executed by any Spanish Debtor will be formalised in a Spanish Public Document only by the relevant Spanish Debtor and the Security Agent. The Parties agree that the Spanish Debtors will take all

necessary actions to comply with any reasonable request of the Security Agent in order to preserve the rights and obligations contained herein.

29.2 **Determination of debt**

For the purpose of the provisions of Article 571 et seq. of the Spanish Civil Procedural Law, it is expressly agreed by the Parties that the determination of the due amounts to be claimed through executive proceedings shall be calculated by the Security Agent following its accounting provisions and that any amounts so calculated shall be deemed true, net, due and payable.

29.3 **Authority to obtain notarised copies**

Each Debtor undertakes, at the request of the Security Agent, to notarise each Primary Document and/or any amendments to any of them subject to and in accordance with their terms and conditions (other than this Agreement and any amendments to this Agreement in respect of which Clause 29.1 (*Notarial document*) applies). The Debtors expressly authorise the Security Agent and each Primary Creditor, as appropriate, to request and obtain certificates evidencing the entry of this Agreement in the Register of Transactions of the Notary authorising the same.

SECTION 10
GOVERNING LAW AND ENFORCEMENT

30. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

31. ENFORCEMENT

31.1 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

(b) Each Debtor, Intra-Group Lender and Subordinated Creditor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Debtor, Intra-Group Lender or Subordinated Creditor will argue to the contrary.

31.2 Service of process

(a) Each Debtor and Intra-Group Lender (unless incorporated or organised in England and Wales) agrees that the documents which start any proceedings before the English courts in relation to this Agreement, and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to Opodo Limited at its registered office or place of business in England and Wales, or to such other address in England and Wales as each such Debtor or Intra-Group Lender may specify by notice in writing to the Security Agent. This paragraph applies to proceedings in England only.

(b) Each Subordinated Creditor (unless incorporated or organised in England and Wales) agrees that the documents which start any proceedings before the English courts in relation to this Agreement, and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to the person specified as agent for service of process in the relevant Creditor/Creditor Representative Accession Undertaking. This paragraph applies to proceedings in England only.

(c) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Company (on behalf of the relevant Debtor or Intra-Group Lender) or the relevant Subordinated Creditor (on its own behalf) must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose with prior notice to the Company or the relevant Subordinated Creditor, as applicable.

(d) Nothing in this Clause 31.2 shall affect the right of any Secured Party to serve process in any other manner permitted by law.

31.3 **Waiver of Jury Trial**

EACH OF THE PARTIES TO THIS AGREEMENT AGREES TO WAIVE IRREVOCABLY ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE DOCUMENTS REFERRED TO IN THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN THIS AGREEMENT. This waiver is intended to apply to all Disputes. Each party acknowledges that (a) this waiver is a material inducement to enter into this Agreement, (b) it has already relied on this waiver in entering into this Agreement and (c) it will continue to rely on this waiver in future dealings. Each party represents that it has reviewed this waiver with its legal advisers and that it knowingly and voluntarily waives its jury trial rights after consultation with its legal advisers. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

32. **BAIL-IN**

32.1 **Contractual recognition of bail-in**

Notwithstanding any other term of any Credit Facility Document, Pari Passu Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Credit Facility Documents and Pari Passu Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Primary Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

32.2 **Definitions**

For the purpose of this Clause 32 (*Bail-In*):

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Write-down and Conversion Powers**" means

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

33. ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCS.

33.1 Acknowledgement

Notwithstanding any other term of any Debt Document or any other agreement, arrangement or understanding between the Parties, to the extent that any Debt Document provides support, through a guarantee, Security or otherwise, for any Hedging Agreement that is a QFC or any other agreement or instrument that is a QFC (any such support, "**QFC Credit Support**" and any such QFC, a "**Supported QFC**"), each Party acknowledges and agrees as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**US Special Resolution Regimes**") in respect of such Supported QFC and such QFC Credit Support (with the provisions below applicable notwithstanding that any Debt Document or any Supported QFC may in fact be stated to be governed by the laws of the US or any other state of the US):

(a) in the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC or such QFC Credit Support, and any right in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the US Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the US or a state of the US.; and

(b) in the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a US Special Resolution Regime, Default Rights under any Debt Document that may otherwise apply to such Supported QFC or such QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the US Special Resolution Regime if such Supported QFC and each Default Document were governed by the laws of the US or a state of the US. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall not affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

33.2 Definitions

In this Clause 33.2 (*Definitions*):

"**BHC Act Affiliate**" means, in respect of a person, its "affiliate" (as that term is defined in, and interpreted in accordance with, 12 United States Code 1841(k)).

"**Covered Entity**" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 252.82(b);

(b) (a "covered bank" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 Code of Federal Regulations § 382.2(b).

"**Default Right**" has the meaning given to that term in, and shall be interpreted in accordance with, 12 Code of Federal Regulations §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning given to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 United States Code 5390(c)(8)(D).

This Agreement has been entered into on the date stated at the beginning of this Agreement and executed as a deed by the Company, the Original Debtors and the Original Intra-Group Lenders and is intended to be and is delivered by them as a deed on the date specified above.

SCHEDULE 1
FORM OF DEBTOR ACCESSION DEED

THIS AGREEMENT is made on [•] and made between:

(1) [*Insert Full Name of New Debtor*] (the "**Acceding Debtor**"); and

(2) [*Insert Full Name of Current Security Agent*] (the "**Security Agent**"), for itself and each of the other parties to the intercreditor agreement referred to below.

This agreement is made on [date] by the Acceding Debtor in relation to an intercreditor agreement (the "**Intercreditor Agreement**") dated 4 October 2016, as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date (as further amended and restated from time to time) between, amongst others, eDreams ODIGEO S.A. as company, Société Générale, Sucursal en España as security agent, Société Générale, Sucursal en España as revolving agent, Deutsche Trustee Company Limited as senior secured note trustee, the other Creditors and the other Debtors (each as defined in the Intercreditor Agreement).

The Acceding Debtor intends to [incur Liabilities under the following documents]/[give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the following documents]:

[*Insert details (date, parties and description*) *of relevant documents*]

the "**Relevant Documents**".

IT IS AGREED as follows:

1. Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Agreement, bear the same meaning when used in this Agreement.

2. The Acceding Debtor and the Security Agent agree that the Security Agent shall hold:

   (a) [any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;

   (b) all proceeds of that Security; and][*]

   (c) all obligations expressed to be undertaken by the Acceding Debtor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Acceding Debtor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,

   on trust for the Secured Parties on the terms and conditions contained in the Intercreditor Agreement.

3. The Acceding Debtor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement[

[*] Include to the extent that the New Debtor grants any Security pursuant to the Relevant Documents.

provided that the liabilities and obligations of the Acceding Debtor under the Intercreditor Agreement shall be subject to the following limitations: [●]][**].

4. [In consideration of the Acceding Debtor being accepted as an Intra-Group Lender for the purposes of the Intercreditor Agreement, the Acceding Debtor also confirms that it intends to be party to the Intercreditor Agreement as an Intra-Group Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by an Intra-Group Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement[***].][****]

[4]/[5] This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, English law.

THIS AGREEMENT has been signed on behalf of the Security Agent and executed as a deed by the Acceding Debtor and is delivered on the date stated above.

The Acceding Debtor

[EXECUTED AS A DEED)
)
By: [*Full Name of Acceding Debtor*])

_____ Director

_____ Director/Secretary

OR

[EXECUTED AS A DEED

By: [*Full name of Acceding Debtor]*

_____ Signature of Director

_____ Name of Director

in the presence of

_____ Signature of witness

_____ Name of witness

_____ Address of witness

[**] Insert any applicable limitation language.

[***] Subject to any amendments to the Intercreditor Agreement relevant to the jurisdiction of the acceding Intra-Group Lender which may be agreed by the Security Agent.

[****] Include this paragraph in the relevant Debtor Accession Deed if the Acceding Debtor is also to accede as an Intra-Group Lender to the Intercreditor Agreement.

_____

_____

_____

_____ Occupation of witness]

Address for notices:

Address:

Fax:

Email:

The Security Agent

[*Full Name of Current Security Agent*]

By:

Date:

SCHEDULE 2
FORM OF CREDITOR/CREDITOR REPRESENTATIVE ACCESSION UNDERTAKING

To: [*Insert full name of current Security Agent*] for itself and each of the other parties to the Intercreditor Agreement referred to below.

From: [*Acceding Creditor*]

THIS UNDERTAKING is made on [*date*] by [*insert full name of new Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor*] (the "**Acceding Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor**") in relation to the intercreditor agreement (the "**Intercreditor Agreement**") dated 4 October 2016, as amended and restated on 25 September 2018 and as further amended and restated on the Effective Date (as amended and restated from time to time) between, amongst others, eDreams ODIGEO S.A. as company, Société Générale, Sucursal en España as security agent, Société Générale, Sucursal en España as revolving agent, Deutsche Trustee Company Limited as senior secured note trustee, the other Creditors and the other Debtors (each as defined in the Intercreditor Agreement). Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Undertaking, bear the same meanings when used in this Undertaking.

In consideration of the Acceding [Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor] being accepted as a [Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor] for the purposes of the Intercreditor Agreement, the Acceding [Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor] confirms that, as from [date], it intends to be party to the Intercreditor Agreement as a [Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor] and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a [Credit Facility Lender/Pari Passu Debt Creditor/Hedge Counterparty/Creditor Representative/Arranger/Intra-Group Lender/Subordinated Creditor] and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.[*]

[The Acceding Credit Facility Lender is an Affiliate of a Credit Facility Lender and has become a provider of an Ancillary Facility. In consideration of the Acceding Credit Facility Lender being accepted as an Ancillary Lender for the purposes of the relevant Credit Facility Agreement, the Acceding Credit Facility Lender confirms, for the benefit of the parties to the Credit Facility Agreement, that, as from [date], it intends to be party to the Credit Facility Agreement as an Ancillary Lender, and undertakes to perform all the obligations expressed in the Credit Facility Agreement to be assumed by a Finance Party (as defined in the Credit Facility Agreement) and agrees that it shall be bound by all the provisions of the Credit Facility Agreement, as if it had been an original party to the Credit Facility Agreement as an Ancillary Lender.][**]

This Undertaking and any non-contractual obligations arising out of or in connection with it are governed by English law.

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[*] In the case of an Intra-Group Lender, subject to any amendments to the Intercreditor Agreement relevant to the jurisdiction of the acceding Intra-Group Lender which may be agreed by the Security Agent.

[**] Include only in the case of an Ancillary Lender which is an Affiliate of a Credit Facility Lender which is using this undertaking to accede to the relevant Credit Facility Agreement in accordance with paragraph (c) of Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*).

THIS UNDERTAKING has been entered into on the date stated above [and is executed as a deed by the Acceding Creditor, if it is acceding as an Intra-Group Lender or a Subordinated Creditor and is delivered on the date stated above].

Acceding [Creditor]

[**EXECUTED** as a **DEED**]

[*insert full name of Acceding Creditor*]

By:

Address:

Fax:

Accepted by the Security Agent	[Accepted by the relevant Credit Facility Agent] ***
_____	_____
for and on behalf of	for and on behalf of
[*Insert full name of current Security Agent*]	[*Insert full name of relevant Credit Facility Agent*]
Date:	Date:

SCHEDULE 3
FORM OF DEBTOR RESIGNATION REQUEST

To: [●] as Security Agent

From: [*resigning Debtor*] and eDreams ODIGEO S.A.[1]

Dated:

Dear Sirs

eDreams ODIGEO S.A. – Intercreditor Agreement dated 4 October 2016, as amended and restated on 25 September 2018, as further amended and restated on the Effective Date, and as further amended and restated from time to time (the "Intercreditor Agreement")

1. We refer to the Intercreditor Agreement. This is a Debtor Resignation Request. Terms defined in the Intercreditor Agreement have the same meaning in this Debtor Resignation Request unless given a different meaning in this Debtor Resignation Request.

2. Pursuant to clause 20.16 (*Resignation of a Debtor*) of the Intercreditor Agreement we request that [*resigning Debtor*] be released from its obligations as a Debtor under the Intercreditor Agreement.

3. We confirm that:

   (a) no Default is continuing or would result from the acceptance of this request; and

   (b) [*resigning Debtor*] is under no actual or contingent obligations in respect of (i) the Credit Facility Liabilities, (ii) the Hedging Liabilities, (iii) the Pari Passu Debt Liabilities and (iv) the Intra-Group Liabilities which are in excess of €100,000.

4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

eDreams ODIGEO S.A.	[*resigning Debtor*]
By:	By:
Name:	
Title:	

[1] To be provided on eDreams ODIGEO's letterhead paper including all mandatory mentions required by law.

SCHEDULE 4
ENFORCEMENT PRINCIPLES

1. In this Schedule 4:

"**Enforcement Objective**" means maximising, to the extent consistent with a prompt and expeditious realisation of value, the value realised from Enforcement.

"**Fairness Opinion**" means, in respect of any Enforcement, an opinion from a Financial Adviser that the proceeds received or recovered in connection with that Enforcement are fair from a financial point of view taking into account all relevant circumstances.

"**Financial Adviser**" means any:

(a) independent internationally recognised investment bank;

(b) independent internationally recognised accountancy firm; or

(c) other independent internationally recognised professional services firm which is regularly engaged in providing valuations of businesses or financial assets or, where applicable, advising on competitive sales processes,

which, in each case, confirms to the Company and the Security Agent that it does not have a conflict of interest.

2. Any Enforcement shall be consistent with the Enforcement Objective.

3. Without prejudice to the Enforcement Objective, the Transaction Security will be enforced and other action as to Enforcement will be taken such that either:

(a) to the extent the Instructing Group is the Majority Super Senior Creditors, all proceeds of Enforcement are received by the Security Agent in cash for distribution in accordance with Clause 16 (*Application of Proceeds*); or

(b) to the extent the Instructing Group is the Majority Pari Passu Creditors, either:

(i) all proceeds of enforcement are received by the Security Agent in cash for distribution in accordance with Clause 16 (*Application of Proceeds*); or

(ii) sufficient proceeds from Enforcement will be received by the Security Agent in cash to ensure that, when the proceeds are applied in accordance with Clause 16 (*Application of Proceeds*), the Super Senior Discharge Date will occur (unless the Majority Super Senior Creditors agree otherwise).

4. On:

(a) a proposed Enforcement in relation to assets comprising Charged Property other than shares in a member of the Group over which Transaction Security exists, where the aggregate book value of such assets exceeds €5,000,000 (or its equivalent in any other currency or currencies); or

(b) a proposed Enforcement in relation to Charged Property comprising some or all of the shares in a member of the Group over which Transaction Security exists,

which, in either case, is not being effected through a public auction, the Security Agent shall, if requested by the Majority Super Senior Creditors or the Majority Pari Passu Creditors, appoint a Financial Adviser to provide a Fairness Opinion in relation to that Enforcement, **provided that** the Security Agent shall not be required to appoint a Financial Adviser nor obtain a Fairness Opinion if a proposed Enforcement:

(i) would result in the receipt of sufficient Enforcement Proceeds in cash by the Security Agent to ensure that, after application in accordance with Clause 16 (*Application of Proceeds*):

(A) in the case of an Enforcement requested by the Majority Super Senior Creditors, the Final Discharge Date would occur; or

(B) in the case of an Enforcement requested by the Majority Pari Passu Creditors, the Super Senior Discharge Date would occur,

(ii) is in accordance with any applicable law; and

(iii) complies with Clause 14 (*Distressed Disposals*).

5. The Security Agent shall be under no obligation to appoint a Financial Adviser or to seek the advice of a Financial Adviser unless expressly required to do so by this Schedule 4 or any other provision of this Agreement.

6. The Fairness Opinion will be conclusive evidence that the Enforcement Objective has been met.

SCHEDULE 5
HEDGE COUNTERPARTIES' GUARANTEE AND INDEMNITY

1. **Guarantee**

Each Debtor irrevocably and unconditionally jointly and severally:

(a) guarantees to each Hedge Counterparty punctual performance by each other Debtor of all that Debtor's obligations under the Hedging Agreements;

(b) undertakes with each Hedge Counterparty that whenever another Debtor does not pay any amount when due under or in connection with any Hedging Agreement, that Debtor shall immediately on demand pay that amount as if it was the principal Debtor; and

(c) agrees with each Hedge Counterparty that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Hedge Counterparty immediately on demand against any cost, loss or liability it incurs as a result of a Debtor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Hedging Agreement on the date when it would have been due. The amount payable by a Debtor under this indemnity will not exceed the amount it would have had to pay under this Schedule 5 if the amount claimed had been recoverable on the basis of a guarantee,

subject, in each case, to any limitations referred to in paragraph 11 (*Guarantee Limitations*) and paragraph 12 (*Additional Debtor Limitations*) below.

2. **Continuing guarantee**

This guarantee and indemnity is independent and separate from the obligations of any Debtor (and, consequently, the guarantee granted by any Spanish Debtor under this Schedule 5 will in no event be construed or configured as a Spanish "*fianza*" for the purposes of article 1,822 seq of the Spanish Civil Code) and is a continuing guarantee which will extend to the ultimate balance of sums payable by any Debtor under the Hedging Agreements, regardless of any intermediate payment or discharge in whole or in part.

3. **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Debtor or any security for those obligations or otherwise) is made by a Hedge Counterparty in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Debtor under this Schedule 5 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

4. **Waiver of defences**

The obligations of each Debtor under this Schedule 5 will not be affected by an act, omission, matter or thing which, but for this Schedule 5 would reduce, release or prejudice any of its obligations under this Schedule 5 (without limitation and whether or not known to it or any Hedge Counterparty) including:

(a) any time, waiver or consent granted to, or composition with, any Debtor or other person;

(b) the release of any other Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Debtor or any other person;

(e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Hedging Agreement or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any hedging arrangements or the addition of any new hedging arrangements under any Hedging Agreement or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Hedging Agreement or any other document or security; or

(g) any insolvency or similar proceedings, but without limitation, the Parties agree that the obligations under this Schedule 5 will not be affected by any action made under the Additional Section 4 (*Disposición Adicional Cuarta*) of the Spanish Insolvency Law in relation to any other Debtor. For the purposes of article 135 of the Spanish Insolvency Law, the obligations of each Spanish Debtor under this Agreement vis-á-vis each Hedge Counterparty shall be governed by the terms of this Agreement at any time such that each Spanish Debtor's obligations pursuant to this Schedule 5 shall not be affected in any way by the settlement agreement that may be agreed in the insolvency proceedings of any other Debtor (nor shall they be deemed amended as a consequence of the approval of that settlement agreement) that each of the Hedge Counterparties has approved or acceded to or irrespective of the fact that any such Hedge Counterparty has not approved or acceded to, that settlement agreement.

5. **Debtor intent**

Without prejudice to the generality of paragraph 4 (*Waiver of defences*), each Debtor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Hedging Agreements and/or any hedging made available for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

6. **Immediate recourse**

Each Debtor waives any right it may have of first requiring any Hedge Counterparty (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Debtor under this Schedule 5. This waiver applies irrespective of any law or any provision of a Hedging Agreement to the contrary.

7. **Appropriations**

Until all amounts which may be or become payable by the Debtors under or in connection with the Hedging Agreements have been irrevocably paid in full, each Hedge Counterparty (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Hedge Counterparty (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Debtor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Debtor or on account of any Debtor's liability under this Schedule 5.

8. **Deferral of Debtors' rights**

Until all amounts which may be or become payable by the Debtors under or in connection with the Hedging Agreements have been irrevocably paid in full, no Debtor will exercise any rights which it may have by reason of performance by it of its obligations under the Hedging Agreements or by reason of any amount being payable, or liability arising, under this Schedule 5:

(a) to be indemnified by a Debtor;

(b) to claim any contribution from any other guarantor of any Debtor's obligations under the Hedging Agreements;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Hedge Counterparties under the Hedging Agreements or of any other guarantee or security taken pursuant to, or in connection with, the Hedging Agreements by any Hedge Counterparty;

(d) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which any Debtor has given a guarantee, undertaking or indemnity under paragraph 1 (*Guarantee*);

(e) to exercise any right of set-off against any Debtor; and/or

(f) to claim or prove as a creditor of any Debtor in competition with any Hedge Counterparty.

If a Debtor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Hedge Counterparties by the Debtors under or in connection with the Hedging Agreements to be repaid in full on trust for the Hedge Counterparties and shall promptly pay or transfer the same to the relevant Hedge Counterparty.

9. **Release of Debtors' right of contribution**

If any Debtor (a "**Retiring Debtor**") ceases to be a Debtor in accordance with the terms of the Hedging Agreements for the purpose of any sale or other disposal of that Retiring Debtor then on the date such Retiring Debtor ceases to be a Debtor:

(a) that Retiring Debtor is released by each other Debtor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Debtor arising by reason of the performance by any other Debtor of its obligations under the Hedging Agreements; and

(b) each other Debtor waives any rights it may have by reason of the performance of its obligations under the Hedging Agreements to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Hedge Counterparties under any Hedging Agreement or of any other security taken pursuant to, or in connection with, any Hedging Agreement where such rights or security are granted by or in relation to the assets of the Retiring Debtor.

10. **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Hedge Counterparty.

11. **Guarantee Limitations**

(a) *Limitations on French Debtors*

(i) The obligations and liabilities of any French Debtor under this Schedule 5 shall not include any obligation or liability which if incurred would constitute the provisions of financial assistance within the meaning of article L. 225-216 of the French *Code de commerce* or/and would constitute a misuse of corporate assets within the meaning of article L. 244-1 of the French *Code de commerce* or any other law or regulations having the same effect, as interpreted by French courts and/or would infringe article L. 511-7 of the French *Code monétaire et financier*.

(ii) The obligations and liabilities of each French Debtor under this Schedule 5 for the obligations under the Hedging Agreements of any other Debtor which is not a Subsidiary of such French Debtor will be limited, at any time, to an amount equal to the aggregate of all amounts directly or indirectly borrowed under the Debt Documents by such other Debtor to the extent directly or indirectly on-lent to such French Debtor under intercompany loan agreements and outstanding at the date a payment is to be made by such French Guarantor under this Schedule 5, it being specified that any payment made by such French Debtor under this Schedule 5 in respect of the obligations of such Debtor will reduce *pro tanto* the outstanding amount of the intercompany loans due by such French Guarantor under the intercompany loan arrangements referred to above and that any repayment of the intercompany loans by the French Guarantor shall reduce *pro tanto* the amount payable under this Schedule 5.

(iii) The obligations and liabilities of each French Debtor under this Schedule 5 for the obligations under the Hedging Agreements of any Debtor which is its Subsidiary shall not be limited and shall therefore cover all amounts due by such Debtor. However, where such Subsidiary is itself a Debtor which guarantees the obligations of a member of the Group which is not a Subsidiary of the relevant French Debtor, the amounts payable by such French Debtor under this paragraph (iii) in respect of the obligations of this Subsidiary as Debtor, will be limited as set out in paragraph (ii) above.

(iv) It is acknowledged that no French Debtor is acting jointly and severally with the other Debtors and no French Debtor shall therefore be considered as *co-débiteur solidaire* as to its obligations pursuant to the guarantee given pursuant to this Schedule 5.

For the purpose of paragraphs (ii) and (iii) above "Subsidiary" means, in relation to any company, another company which is controlled by it within the meaning of article L.233-3 of the French *Code de commerce*.

(b) *Limitations on Italian Debtors*

(i) The obligations of each Debtor which is incorporated or organised in Italy (an "**Italian Debtor**") under this Schedule 5 in respect of the obligations of any Debtor which is not a subsidiary of such Italian Debtor pursuant to paragraph 1, no 1) and 2) of article 2359 of the Royal Decree No. 262 of 16 March 1942 (as amended, supplemented and implemented from time to time, the "**Italian Civil Code**") shall not exceed an amount equal to:

(A) the highest exposure reached (i.e. the highest maximum amount drawn and outstanding) at any time (notwithstanding any subsequent repayment) by that Italian Debtor which is a guarantor under the Senior Secured Note Documents (or any of its direct or indirect subsidiaries pursuant to article 2359 of the Italian Civil Code) under any loan or other financial support in any form (including, but not limited to, guarantees, letters of credit and any other form of Financial Indebtedness) advanced and/or made available by any Debtor after the date of this Agreement with funds deriving directly or indirectly from the Senior Secured Note Documents;

less

(B) the aggregate amount (if any) that, at the time of the enforcement of the guarantee provided for under the Senior Secured Note Documents, such Italian Debtor has already been required to pay or has actually paid as a result of a demand under the guarantee pursuant to the Senior Secured Note Documents.

(ii) Notwithstanding any provisions to the contrary in the Debt Documents, including but not limited to paragraph 8 (*Deferral of Debtor's Rights*) of this Schedule 5, each Italian Debtor shall be entitled to set-off its obligations relating to a loan and/or financial support received by any Debtor against the claims of recourse or subrogation ("*regresso*" or "*surrogazione*") against that Debtor arising as a result of any payment of the obligations of that Debtor made by that Italian Debtor under this Schedule 5.

(iii) Without prejudice to paragraph (i) above, pursuant to article 1938 of the Italian Civil Code, the maximum amount that any Italian Debtor may be required to pay in respect of its obligations as Debtor under this Agreement shall not exceed €675,000,000 (or its equivalent in any other currency).

(iv) In addition, notwithstanding any provision to the contrary under this Agreement or any other Debt Document, each Italian Debtor under this Schedule 5 shall not guarantee: (A) any amount due by any Debtor used, directly or indirectly, towards the financing and/or refinancing of the acquisition of the shares and/or quota, as the case may be, of such Italian

Debtor (or of any entity directly or indirectly controlling such Italian Debtor) and/or (B) any amount the guaranteeing of which would breach the prohibition of financial assistance as defined in article 2358 or, as the case may be, article 2474 of the Italian Civil Code.

(c) *Limitations on Spanish Debtors*

The obligations of any Spanish Debtor under this Schedule 5 shall not include and shall not extend to any obligations or amounts that would render such obligations in contravention of Section 150, with respect to public limited companies (*sociedades anónimas*), or Section 143.2, with respect to private limited companies (*sociedades limitadas*), of the Spanish Capital Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*). In particular, no Spanish Debtor may, in any case, secure, guarantee or grant any type of financial assistance as regards any payment, prepayment, repayment or reimbursement obligations derived from any Hedging Agreement used or that may be used for the purposes of payment of debt used to acquire any of the shares in that Spanish Debtor and/or the shares of its controlling company (in the sense of Section 150 of the Spanish Companies Act with respect to a Spanish Debtor incorporated as a *sociedad anónima*), acquire any of the shares in that Spanish Debtor and/or the shares of any company of the group of that Spanish Debtor (in the sense of Section 143.2 of the Spanish Companies Act with respect to a Spanish Debtor incorporated as a *sociedad limitada*) or payment of any costs or transaction expenses related to or paying the purchase price for such acquisition.

(d) *Limitations on Swedish Debtors*

Notwithstanding anything to the contrary herein, the obligations and liabilities of any Debtor incorporated in Sweden (a "**Swedish Debtor**") under this Schedule 5 and/or in relation to any indemnity and/or any obligation to pay any cost or expenses of any other member of the Group (other than a wholly owned Subsidiary of that Swedish Debtor) under the Hedging Agreements (together the "**Indemnified Obligations**") shall be limited, if (and only if) required by the provisions of the Swedish Companies Act (Sw. *Aktiebolagslagen (2005: 551)*) (the "**Swedish Companies Act**") regulating unlawful distribution of assets within the meaning of Chapter 17, Sections 1-4 (or its equivalent from time to time) and it is understood that any obligation and/or liability of any Swedish Debtor to discharge any Indemnified Obligations only applies to the extent permitted by the abovementioned provisions of the Swedish Companies Act.

(e) *Limitations on U.S. Debtors and CFCs*

(i) Notwithstanding any term or provision of this Schedule 5 or any other term in this Agreement or any other Debt Document, the maximum aggregate amount of the obligations for which any U.S. Debtor shall be liable under this Schedule 5 shall in no event exceed an amount equal to the largest amount that would not render such U.S. Debtor's obligations under this Schedule 5 held or determined to be void, voidable, invalid or unenforceable or subject to avoidance under applicable U.S. Debtor Relief Laws.

(ii) Notwithstanding any term or provision of this Schedule 5 or any other term in this Agreement or any other Debt Document, no member of the Group that is a CFC or CFC Holdco will have any obligation or liability, directly or indirectly, as guarantor or otherwise under this Schedule 5 with respect to any obligation or liability arising under any Hedging Agreement of any U.S. Debtor if such obligation or liability would cause or result in any "deemed

dividend" to any U.S. Debtor or any other Subsidiary of the Company that is a U.S. Person pursuant to section 956 of the Code.

(f) *Excluded Swap Obligations*

(i) Notwithstanding any term or provision of this Schedule 5 or any other term in this Agreement or any Debt Document, no Debtor shall be liable for any Excluded Swap Obligation.

(ii) Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Debtor to honour all of its obligations under the Debt Documents in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this sub-paragraph (ii) for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Schedule 5, or otherwise under the Debt Documents, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this sub-paragraph (ii) shall remain in full force and effect until the discharge or release of this guarantee pursuant to the terms of the Debt Documents. Each Qualified ECP Guarantor intends that this sub-paragraph (ii) constitute, and this sub-paragraph (ii) shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Debtor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

12. **Additional Debtor Limitations**

The guarantee of any Additional Debtor is subject to any limitations relating to that Additional Debtor set out in any relevant Debtor Accession Deed.

SCHEDULE 6
CERTAIN PARTIES AS AT THE EFFECTIVE DATE

PART I
THE REVOLVING LENDERS

1. Banco Bilbao Vizcaya Argentaria, S.A.
2. Banco Santander, S.A.
3. Barclays Bank Ireland PLC
4. CaixaBank, S.A.
5. Deutsche Bank Aktiengesellschaft
6. Morgan Stanley Bank Aktiengesellschaft
7. Société Générale, Sucursal en España

PART II
THE REVOLVING ARRANGERS

1. Banco Bilbao Vizcaya Argentaria, S.A.
2. Banco Santander, S.A.
3. Barclays Bank Ireland PLC
4. CaixaBank, S.A.
5. Deutsche Bank AG Aktiengesellschaft
6. Morgan Stanley Bank Aktiengesellschaft
7. Société Générale, Sucursal en España

PART III
THE INTRA-GROUP LENDERS

Name of Intra-Group Lender	**Registration number (or equivalent, if any)**	**Original Jurisdiction**
eDreams ODIGEO S.A.	A02850956	Spain
eDreams, Inc.	2989894	Delaware, United States
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain
eDreams Srl	REA: MI – 1602440	Italy

Name of Intra-Group Lender	Registration number (or equivalent, if any)	Original Jurisdiction
	C.F.: 12952780158	
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia
Go Voyages SAS	522 727 700 RCS Paris	France
Go Voyages Trade SAS	508 572 344 RCS Paris	France
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France
Opodo Limited	04051797	England and Wales
Travellink AB	556596-2650	Sweden
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration Number: Mercantile Registry of Madrid, Tomo 36897, Folio 121, Hoja M-660117.	Spain
eDreams (Gibraltar) Limited	Incorporation number: 121458 Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	Gibraltar

PART IV
THE DEBTORS

Name of Debtor	Registration number (or equivalent, if any)	Original Jurisdiction
eDreams ODIGEO S.A.	A02850956	Spain
eDreams, Inc.	2989894	Delaware, United States
eDreams International Network, S.L.U.	VAT number: B62443700. Registration number: Mercantile Registry of Madrid, Tomo 37232, Folio 1, Hoja M-664083.	Spain
eDreams Srl	REA: MI – 1602440 C.F.: 12952780158	Italy
Geo Travel Pacific Pty Ltd	ACN 167 794 756	Victoria, Australia
Go Voyages SAS	522 727 700 RCS Paris	France
Go Voyages Trade SAS	508 572 344 RCS Paris	France

Name of Debtor	**Registration number (or equivalent, if any)**	**Original Jurisdiction**
Liligo Metasearch Technologies SAS	483 314 134 RCS Paris	France
Opodo Limited	04051797	England and Wales
Travellink AB	556596-2650	Sweden
Vacaciones eDreams, S.L.U.	VAT number: B61965778. Registration Number: Mercantile Registry of Madrid, Tomo 36897, Folio 121, Hoja M-660117.	Spain
eDreams (Gibraltar) Limited	Incorporation number: 121458 Registered Office: 21 Engineer Lane, Gibraltar, GX11 1AA	Gibraltar

SIGNATURES

The Company

EXECUTED AS A DEED

by **eDREAMS ODIGEO S.A.**

_____

Name:

Title:

Address:

Email Address:	david.elizaga@edreamsodigeo.com ignacio.demergasso@edreamsodigeo.com
Attention:	David Elizaga – Chief Financial Officer Ignacio Demergasso – Head of Treasury

The Original Debtors

EXECUTED AS A DEED

by **eDREAMS ODIGEO S.A.**

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

by **eDREAMS. INC,**

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

eDREAMS INTERNATIONAL NETWORK, S.L.U.

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

eDREAMS SRL

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

Signed sealed and **delivered** as a **deed** by _____
as attorney for **GEO TRAVEL PACIFIC PTY LTD ACN 167 794 756** under power of attorney dated _____ 2022 in the presence of

_____
Signature of witness

_____
Signature of attorney

_____
Name of witness (print)

The Original Debtors

EXECUTED AS A DEED

GO VOYAGES SAS

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

GO VOYAGES TRADE SAS

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

LILIGO METASEARCH TECHNOLOGIES SAS

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

OPODO LIMITED

_____	_____
Name:	Name:
Title:	Title:

The Original Debtors

EXECUTED AS A DEED

TRAVELLINK AB 556596-2650

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

VACACIONES eDREAMS, S.L.U.

_____

Name:

Title:

The Original Debtors

EXECUTED AS A DEED

EDREAMS (GIBRALTAR) LIMITED

Acting by two directors

_____

Name:

Title:

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

by **eDREAMS ODIGEO S.A.**

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

by **eDREAMS, INC.**

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

eDREAMS INTERNATIONAL NETWORK, S.L.U.

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

eDREAMS LLC

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

eDREAMS SRL

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

GO VOYAGES SAS

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

GO VOYAGES TRADE SAS

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

OPODO LIMITED

_____	_____
Name:	Name:
Title:	Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

VACACIONES eDREAMS, S.L.U.

_____

Name:

Title:

The Original Intra-Group Lenders

EXECUTED AS A DEED

EDREAMS (GIBRALTAR) LIMITED

Acting by two directors

_____

Name:

Title:

_____

Name:

Title:

The Revolving Arrangers

For and on behalf of

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

The Revolving Arrangers

For and on behalf of

BANCO SANTANDER, S.A.

By:

The Revolving Arrangers

For and on behalf of

BARCLAYS BANK IRELAND PLC

By:

The Revolving Arrangers

For and on behalf of

CAIXABANK, S.A.

By:

The Revolving Arrangers

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT

By:

The Revolving Arrangers

For and on behalf of

MORGAN STANLEY BANK AKTIENGESELLSCHAFT

By:

The Revolving Arrangers

For and on behalf of

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

The Existing Revolving Lenders

For and on behalf of

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

The Existing Revolving Lenders

For and on behalf of

BANCO SANTANDER, S.A.

By:

The Existing Revolving Lenders

For and on behalf of

BARCLAYS BANK IRELAND PLC

By:

The Existing Revolving Lenders

For and on behalf of

CAIXABANK, S.A.

By:

The Existing Revolving Lenders

For and on behalf of

DEUTSCHE BANK AKTIENGESELLSCHAFT

By:

The Existing Revolving Lenders

For and on behalf of

MORGAN STANLEY BANK AKTIENGESELLSCHAFT

By:

The Existing Revolving Lenders

For and on behalf of

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

By:

The Existing Senior Secured Note Trustee

DEUTSCHE TRUSTEE COMPANY LIMITED

_____

Name:

Title:

_____

Name:

Title:

Address:

Email Address:

Attention:

The New Senior Secured Note Trustee

DEUTSCHE TRUSTEE COMPANY LIMITED

_____

Name:

Title:

_____

Name:

Title:

Address:

Fax:

Email Address:

Attention:

The Revolving Agent

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

_____

Name:

Title:

_____

Name:

Title:

Address:	Société Générale, Sucursal de Espana Torre Picasso Plaza de Pablo Ruiz Picasso, 1 28020 – Madrid
Attention:	Beatriz Melero Soler / António Ribeiro da Cunha
Email:	beatriz.melero@sgcib.com / antonio.ribeiro@sgcib.com

The Security Agent

SOCIÉTÉ GÉNÉRALE, SUCURSAL EN ESPAÑA

_____

Name:

Title:

_____

Name:

Title:

Address:	Société Générale, Sucursal de Espana Torre Picasso Plaza de Pablo Ruiz Picasso, 1 28020 – Madrid
Attention:	Beatriz Melero Soler / António Ribeiro da Cunha
Email:	beatriz.melero@sgcib.com / antonio.ribeiro@sgcib.com

ANNEX C

Set out below is Annex C. This Offering Memorandum is drawn up in the English language. Sections in English have been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. In case there is any discrepancy between the English text and the Spanish text, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.

Any foreign language text included in this Offering Memorandum is for convenience purposes only and does not form part of this Offering Memorandum.

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos

Annex to Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Don (nombre), con número de identificación fiscal ( )[(1)], en nombre y representación de (entidad declarante), con número de identificación fiscal ( )[(1)] y domicilio en ( ) en calidad de (marcar la letra que proceda):

Mr (name), with tax identification number)[(1)], in the name and on behalf of (entity), with tax identification number ( )[(1)] and address in ( ) as (function—mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Issuing and Paying Agent appointed by the issuer.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

Makes the following statement, according to its own records:

1 En relación con los apartados 3 y 4 del artículo 44:

1 In relation to paragraphs 3 and 4 of Article 44:

1.1 Identificación de los valores

1.1 Identification of the securities

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados)

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated)

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2 En relación con el apartado 5 del artículo 44.

2 In relation to paragraph 5 of Article 44.

2.1 Identificación de los valores

2.1 Identification of the securities

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)

2.2 Income payment date (or refund if the securities are issued at discount or are segregated)

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated)

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro en……a … de…..... de …
I declare the above in …… on the … of ..... of …

---

(1) En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia.

(1) In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.

eDreams ODIGEO S.A.
Registered Office of the Issuer
Calle Lopez de Hoyos, 35
28002 Madrid, Spain

LEGAL ADVISORS

To the Issuer and Guarantors as to U.S. and English law

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom

To the Initial Purchasers as to U.S. and English law

Cahill Gordon & Reindel (UK) LLP
20 Fenchurch St
London EC3M 3BY
United Kingdom

INDEPENDENT AUDITORS OF THE ISSUER

Ernst & Young S.L.
Edificio Sarrià Forum
Avda. Sarrià, 102−106
08017 Barcelona
Spain

TRUSTEE

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester
Street London EC2N 2DB
United Kingdom

LEGAL ADVISORS TO THE TRUSTEE

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom

AGENTS

Paying Agent and Transfer Agent
Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Security Agent
Société Générale
Torre Picasso
Plaza de Pablo Ruiz Picasso 1
28020 Madrid
Spain

Luxembourg Listing Agent and Registrar
Deutsche Bank Luxembourg S.A.
2, Boulevard Konrad Adenauer
L-1115 Luxembourg
Grand Duchy of Luxembourg

eDreams ODIGEO S.A.

€375,000,000 5.50% Senior Secured Notes due 2027

OFFERING MEMORANDUM

Joint Global Coordinators

Deutsche Bank **Barclays** **Santander**

Joint Bookrunners

BBVA **Morgan Stanley** **Société Générale**

Co-Lead Manager

CaixaBank

February 2, 2022