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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Under the Securities Exchange Act of 1934)

ebookers plc

(Name of Issuer)

Ordinary Shares, nominal value 14 pence each
American Depositary Shares, each representing the
right to receive two Ordinary Shares

(Title of Class of Securities)

ADSs: 278725106
Ordinary Shares: 32799E9Q2

(CUSIP Number)

Eric J. Bock
Executive Vice President - Law
and Corporate Secretary
Cendant Corporation
9 West 57th Street
New York, New York 10019
(212) 413-1800

Copies to:

David Fox, Esq.
Skadden, Arps, Slate, Meagher
& Flom LLP
4 Times Square
New York, New York 10036
(212) 735-3000

John Adebisi
Skadden, Arps, Slate, Meagher
& Flom (UK), LLP
40 Bank Street
Canary Wharf
London E14 5DS, England

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 2, 2004

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss.240-13d-1(e), ss. 240.13d-1(f) or ss.240.13d-1(g), check the following box [] .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

shares issuable upon the exercise of Mr. Dinesh Dhamija's options to acquire shares equivalent to 5% of ebookers' outstanding ordinary shares as of the date prior to the date of exercise.

** The calculation of the foregoing percentage is based on the number of outstanding ordinary shares, 65,318,416, on December 2, 2004 as set forth in the Merger Agreement (as defined below).

SCHEDULE 13D

CUSIP No. Ordinary Shares: 32799E9Q2
ADSS: 278725106

Page 3 of 12 Pages

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only):
Cendant UK
Acquisition Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER
NUMBER OF SHARES 0

8 SHARED VOTING POWER
BENEFICIALLY OWNED BY 27,036,778*

9 SOLE DISPOSITIVE POWER
EACH REPORTING PERSON 0

10 SHARED DISPOSITIVE POWER
PERSON WITH 27,036,778*

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
27,036,778*

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
41.4%**

14 TYPE OF REPORTING PERSON (See Instructions)
CO

*Amount consists of 27,036,778 ordinary shares (including 295,782 American Depositary Shares) outstanding on December 2, 2004 subject to the Irrevocables. In addition, options to purchase ordinary shares held by directors of ebookers are also subject to Irrevocables, as more fully described in Item 4. On the basis of the number of ordinary shares outstanding on December 2, 2004, the number of ordinary shares issuable upon the exercise of options that are vested or will vest within 60 days of December 2, 2004 that are subject to Irrevocables is 3,711,421, including 3,265,921 ordinary shares issuable upon the exercise of Mr. Dinesh Dhamija's options to acquire shares equivalent to 5% of ebookers' outstanding ordinary shares as of the

date prior to the date of exercise.

** The calculation of the foregoing percentage is based on the number of outstanding ordinary shares, 65,318,416, on December 2, 2004 as set forth in the Merger Agreement.

The information set forth in response to each separate Item shall be deemed to be a response to all Items where such information is relevant.

Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement") relates to the shares (the "Shares") of common stock (ordinary shares), nominal value 14 pence in capital each, of ebookers plc, an English company ("ebookers"). ebookers' principal executive offices are located at 25 Farringdon St, London EC4A 4AB, England.

Item 2. Identity and Background.

(a), (b), (c) and (f). The Statement is filed jointly by Cendant Corporation, a Delaware corporation ("Cendant"), and Cendant UK Acquisition Corporation, a Delaware corporation ("Acquirer"). The agreement between Cendant and the Acquirer relating to the joint filing of this Statement is attached as Exhibit 12 hereto.

The address of Cendant's principal office and principal business is 9 West 57th Street, New York, New York 10019. The address of the Acquirer's principal office and principal business is 7 Sylvan Way, Parsippany, New Jersey 07054.

Cendant is one of the foremost providers of travel and real estate services in the world. Cendant operates in six business segments--Real Estate Franchise and Operations, Mortgage Services, Hospitality Services, Travel Distribution Services, Vehicle Services and Marketing Services. Cendant businesses provide a wide range of consumer and business services which are intended to complement one another and create cross-marketing opportunities both within each segment and between segments. Cendant's Real Estate Franchise and Operations segment franchises the real estate brokerage businesses of four residential and one commercial brands, provides real estate brokerage services and facilitates employee relocations. Cendant's Mortgage Services segment provides home buyers with mortgage lending services and title, appraisal and closing services. Cendant's Hospitality Services segment sells and develops vacation ownership interests, provides consumer financing to individuals purchasing these interests, facilitates the exchange of vacation ownership interests, operates nine lodging franchise systems and markets vacation rental properties in Europe. Cendant's Travel Distribution Services segment provides primarily global distribution services for the travel industry and travel agency services. Cendant's Vehicle Services segment operates and franchises Cendant's vehicle rental businesses and provides commercial fleet management and fuel card services. Cendant's Marketing Services segment provides insurance, membership, loyalty and enhancement products and services to financial institutions and other partners and their customers. With approximately 90,000 employees, New York City-based Cendant provides these services to businesses and consumers in over 100 countries.

The Acquirer was incorporated on November 18, 2004 for the purpose of effecting an acquisition of ebookers (the "Acquisition"), as more fully described in Item 4. The Acquirer has not engaged, and does not expect to engage, in any business other than in connection with the Acquisition.

The names, citizenship, business addresses, present principal occupation or employment, and the name and principal business and address of any corporation or other organization in which such employment is conducted, of the directors and executive officers of Cendant and the Acquirer are as set forth in Schedule A attached hereto and incorporated herein by reference.

(d) and (e). Except as set forth below, neither Cendant, the Acquirer, nor, to their knowledge, any person listed in Schedule A has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

On June 14, 2000, the Securities and Exchange Commission (the "SEC") instituted and simultaneously settled an administrative proceeding, Administrative Proceeding File No. 3-10225, against Cendant in connection with certain accounting irregularities at the former CUC International, Inc., which merged with HFS Incorporated in December 1997 to form Cendant. The SEC found that, as a result of such accounting irregularities, Cendant violated the periodic reporting, corporate record-keeping and internal controls provisions

of the federal securities laws. Without admitting or denying the findings contained in the SEC's administrative order, Cendant consented to the issuance of an SEC order directing Cendant to cease and desist from committing or causing any violation, and any future violation, of the periodic reporting, corporate record-keeping and internal controls provisions of the federal securities laws. No financial penalties were imposed against Cendant.

Item 3. Source and Amount of Funds or Other Consideration.

Cendant and the Acquirer estimate that the total amount of funds required to consummate the Acquisition will be approximately (pound)209 million (\$404.3 million) plus any related transaction fees and expenses. The Acquirer will acquire all such funds from Cendant, which currently intends to use generally available funds including cash on hand and/or Cendant's existing \$3.5 billion revolving credit facility with JPMorgan Chase Bank, N.A., as the administrative agent, and the lenders names therein for this purpose.

Item 4. Purpose of Transaction.

On December 2, 2004, ebookers, the Acquirer and Cendant entered into a Merger Agreement (the "Merger Agreement"), which provides, inter alia, for the implementation of the Acquisition by means of a scheme of arrangement (the "Scheme") under section 425 of the Companies Act 1985 of the United Kingdom (or, if applicable, a tender offer to acquire all of the ordinary shares of ebookers) and contains certain assurances and confirmations between the parties, including with respect to the implementation of the Scheme and regarding the conduct of the business of ebookers and its subsidiaries in the period prior to the closing of the Acquisition. ebookers has also undertaken not to solicit any other potential offerors and to inform Cendant of the fact and details of any offer received.

Under the Scheme, each Share outstanding will be cancelled and new ebookers shares will be issued fully paid to the Acquirer, with ebookers becoming a wholly owned subsidiary of the Acquirer and Cendant. In consideration of the cancellation of their Shares (including Shares represented by ebookers American Depositary Shares ("ADSs")), under the terms of the Acquisition, holders of Shares will be entitled to receive 320 pence per ebookers Share in cash and holders of ADSs will be entitled to receive 640 pence per ebookers ADS in cash.

To become effective, the Scheme requires, among other things, the approval of a majority in number, representing 75 per cent or more in value, of the ebookers shareholders present and voting in person or by proxy at a meeting of ebookers shareholders ("Court Meeting") convened pursuant to an order of the High Court of Justice in England and Wales (the "Court"), together with the sanction of the Court and the passing of shareholder resolutions necessary to implement the Scheme at an extraordinary general meeting of ebookers' shareholders (the "Extraordinary General Meeting"). Upon such time as the Scheme becomes effective (the "Effective Date"), it will be binding on all ebookers shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the Extraordinary General Meeting. The Acquisition is expected to be effective in the first quarter of 2005. Cendant and the Acquirer have also reserved the right to effect the Acquisition by means of a tender offer (the "Offer") in the event that a competing offeror for ebookers emerges.

In connection with the Acquisition, Dinesh Dhamija, Chairman and Chief Executive Officer of ebookers, Flightbookers Investments Limited ("Flightbookers"), which is controlled by a trust in which Dinesh Dhamija has an interest, Goldman Sachs Securities Nominees Limited ("Goldman") (as custodian and registered owner of the Shares beneficially owned by Flightbookers) and ebookers directors other than Mr. Dhamija have irrevocably undertaken to vote, or to procure the vote as applicable, in favor of the Scheme at the Court Meeting and in favor of the resolutions required to effect the Acquisition to be proposed at the Extraordinary General Meeting (the "Irrevocables"). The Irrevocables cover a total of 27,036,778 outstanding Shares (including 26,985,700 outstanding Shares beneficially owned by Flightbookers and 51,078 outstanding Shares beneficially owned by Directors other than Mr. Dhamija), together with options held by Mr. Dhamija and the other directors. Mr. Dhamija holds vested options to acquire (i) 87,336 Shares and (ii) a number of Shares equivalent to 5% of the outstanding Shares (as of the day prior to the date of exercise). The Irrevocables will remain binding in the event that a competing offer for ebookers is announced and also oblige Flightbookers, Mr. Dhamija and each of the other ebookers Directors to accept, or procure the acceptance of, any Offer announced by the Acquirer within three months from the date on which the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of the Offer are no less favorable than the terms of the Scheme. In addition, each director of ebookers has agreed pursuant to the Irrevocable entered into by such director to, among other things, recommend the Scheme to shareholders and otherwise cooperate with Cendant to implement the Scheme or, if applicable, the Offer (including convening all necessary meetings of ebookers shareholders), provided that such actions are consistent with the fiduciary duties of such director.

Following the implementation of the Scheme, the Shares and ADSs may be eligible for deregistration pursuant to Section 12(g) of the Securities Exchange Act of 1934 (the "Exchange Act"). The Acquirer currently intends to seek to cause ebookers to apply for deregistration of the Shares and ADSs under the Exchange Act as soon after the completion of the Acquisition as the requirements for deregistration are met. The Acquirer also currently intends to seek to cause ebookers to effect the termination of the American Depositary Receipt program, under which the ADSs are traded on the Nasdaq National Market, and to delist the ADSs from the Nasdaq National Market. Similarly, it is intended that the Acquirer will procure that a request will be made by ebookers to cancel the listing of the Shares on the Official List of the UK listing authority and to the London Stock Exchange to cancel the admission to trading of the Shares on the London Stock Exchange's market for listed

securities so that the Shares will cease to be listed on the Official List on the Effective Date and the last day of dealing in the Shares on the London Stock Exchange will be the last dealing day before the Effective Date.

The foregoing summary of certain provisions of the Merger Agreement and the Irrevocables is not intended to be complete and is qualified in its entirety by reference to the full text of such agreements. A copy of the Merger Agreement and the Irrevocables are filed as Exhibits 1 through 11 to this Statement and are incorporated herein by reference.

Except as set forth in this Item 4, neither Cendant nor the Acquirer has any plans or proposals which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D (although, subject to the provisions of the Merger Agreement, they reserve the right to develop such plans).

Item 5. Interest in Securities of the Issuer.

(a) Pursuant to the Irrevocables described in Item 4, Cendant and the Acquirer may be deemed to have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) as of December 2, 2004 of 27,036,778 Shares (which represent approximately 41.4% of the Shares based on the number of Shares outstanding as of December 2, 2004). In addition, options to purchase Shares held by directors of ebookers are also subject to Irrevocables, as more fully described in Item 4. On the basis of the number of Shares outstanding on December 2, 2004, the number of Shares issuable upon the exercise of options that are vested or will vest within 60 days of December 2, 2004 that are subject to Irrevocables is 3,711,421. The 3,711,421 Shares subject to options include (i) 445,500 Shares issuable upon the exercise of options to acquire Shares held by Mr. Dhamija and other directors of ebookers and (ii) 3,265,921 Shares issuable upon the exercise of Mr. Dhamija's options to acquire Shares equivalent to 5% of ebookers' outstanding Shares as of the date prior to the date of exercise (based on the number of Shares outstanding as of December 2, 2004). Cendant and the Acquirer expressly disclaim any beneficial ownership of any of the Shares described in Item 4 until such time as all transactions pursuant to the Scheme are consummated.

(b) The number of Shares that may be deemed to be beneficially owned by Cendant and the Acquirer (i) with respect to which their sole voting power is none, (ii) with respect to which their shared voting power is 27,036,778, (iii) with respect to which their sole dispositive power is none and (iv) with respect to which their shared dispositive power is 27,036,778. In addition, as described in Item 4 and Item 5(a) above, Shares issuable upon the exercise of options to purchase Shares held by directors of ebookers are also subject to Irrevocables and, if issued, would be treated in the same manner as outstanding Shares covered by the Irrevocables.

(c) Except as described in Item 4 above, to the best of the knowledge of each of the Reporting Persons, within the past 60 days, none of the Reporting Persons has engaged in any transactions relating to the Shares.

(d) Inapplicable.

(e) Inapplicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Other than the Merger Agreement and the exhibits thereto, the Irrevocables and any other relevant agreements, to the knowledge of Cendant or the Acquirer, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 or listed on Schedule I and between such persons and any person with respect to any securities of ebookers, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangement, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit	Description
1	Merger Agreement, dated December 2, 2004, by and among Cendant Corporation, Cendant UK Acquisition Corporation and ebookers plc
2	Irrevocable Undertaking, dated December 2, 2004, by Dinesh Dhamija
3	Irrevocable Undertaking, dated December 2, 2004, by Goldman Sachs Securities Nominees Limited A/C SEG (as registered holder of 26,985,700 Shares beneficially owned by Flightbookers Investments Limited)
4	Irrevocable Undertaking, dated December 1, 2004, by Flightbookers Investments Limited (as beneficial owner of 26,985,700 Shares)
5	Irrevocable Undertaking, dated December 2, 2004, by David Gill (as registered and beneficial holder of 1,189 Shares)
6	Irrevocable Undertaking, dated December 2, 2004, by James Capel Nominees Ltd. (as registered holder of 14,250 Shares beneficially owned by John Donaldson)
7	Irrevocable Undertaking, dated December 2, 2004, by John Donaldson (as registered holder and beneficial owner of 2,910 Shares and beneficial owner of 14,250 Shares)
8	Irrevocable Undertaking, dated December 2, 2004, by Tani Dhamija
9	Irrevocable Undertaking, dated December 2, 2004, by Sudhir Choudhrie
10	Irrevocable Undertaking, dated December 2, 2004, by Michael Healy
11	Irrevocable Undertaking, dated December 2, 2004, by James Joseph Treacy (as beneficial owner of 10,000 ADSs (representing 20,000 Shares))
12	Joint Filing Agreement, dated December 10, 2004, between Cendant Corporation and Cendant UK Acquisition Corporation

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 10, 2004

CENDANT CORPORATION

By: /s/ Eric J. Bock

Name: Eric J. Bock
Title: Executive Vice President
- Law and Corporate
Secretary

CENDANT UK ACQUISITION CORPORATION

By: /s/ Eric J. Bock

Name: Eric J. Bock
Title: Executive Vice President
and Secretary

Schedule A

INFORMATION CONCERNING DIRECTORS AND EXECUTIVE OFFICERS OF CENDANT AND ACQUIRER

Following is a list of each executive officer and director of Cendant Corporation and Cendant UK Acquisition Corporation setting forth the business address and present principal occupation or employment (and the name and address of any corporation or organization in which such employment is conducted) of each person. The persons named below are citizens of the United States (other than Mr. Mulrone, who is a citizen of Canada, and Mr. Nasta, who is a citizen of Belgium) and have not, during the last five years, been convicted in a criminal proceeding or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which they are or were subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Cendant Corporation

Directors

Name	Principal Occupation	Address
Henry R. Silverman	Chairman and Chief Executive Officer	Cendant Corporation 9 West 57th Street New York, NY 10019
James E. Buckman	Vice Chairman, General Counsel	Cendant Corporation 9 West 57th Street New York, NY 10019
Stephen P. Holmes	Vice Chairman; Chairman and Chief Executive Officer, Hospitality Services Division	Cendant Corporation 1 Campus Drive Parsippany, NJ 07054
Ronald L. Nelson	President and Chief Financial Officer	Cendant Corporation 9 West 57th Street New York, NY 10019
Myra J. Biblowit	President, The Breast Cancer Research Foundation	The Breast Cancer Research Foundation 654 Madison Avenue Suite 1209 New York, NY 10021
Leonard S. Coleman	Senior Advisor, Major League Baseball	Cendant Corporation 9 West 57th Street New York, NY 10019
Martin L. Edelman	Of Counsel, Paul Hastings Janofsky & Walker LLP	Paul, Hastings, Janofsky & Walker LLP 75 East 55th Street New York, NY 10022

George Herrera	Chair of the Congressional Hispanic Caucus, Corporate American Task Force Advisory Committee	Cendant Corporation 9 West 57th Street New York, NY 10019
Cheryl D. Mills	Senior Vice President and Counselor for Operations and Administration of New York University	New York University 70 Washington Square South New York, NY 10012
The Right Honourable Brian Mulroney	Senior Partner, Ogilvy Renault	Ogilvy Renault 1981 McGill College Ave. Suite 1100 Montreal, Quebec H3A 3C1
Robert E. Nederlander	President, Nederlander Organization, Inc.	Nederlander Organization, Inc. 1450 Broadway 20th Floor New York, NY 10018
Robert W. Pittman	Member of, and investor in, respectively, Pilot Group Manager LLC and Pilot Group LP	Pilot Group, LLC 625 Madison Avenue New York, NY 10022
Pauline D. E. Richards	Director of Development, Saltus Grammar School	108 St. John's Rd. Pembroke HM 09 Hamilton HMJX, Bermuda
Sheli Z. Rosenberg	Former Vice Chairwoman, Equity Group Investments, Inc.	Cendant Corporation 9 West 57th Street New York, NY 10019
Robert F. Smith	Former Chairman of the Board, American Remanufacturers Inc.	Cendant Corporation 9 West 57th Street New York, NY 10019

Executive Officers Who Are Not Directors

Name	Principal Occupation	Address
Samuel L. Katz	Senior Executive Vice President; Chairman and Chief Executive Officer, Travel Distribution Services Division and Co-Chairman, Marketing Services Division	Cendant Corporation 9 West 57th Street New York, NY 10019
Kevin M. Sheehan	Senior Executive Vice President; Chairman and Chief Executive Officer, Vehicle Services Division	Cendant Corporation 9 West 57th Street New York, NY 10019
Richard A. Smith	Senior Executive Vice President; Chairman and Chief Executive Officer, Real Estate Franchise and Operations Division and Chairman and Chief Executive Officer, Mortgage Services Division	Cendant Corporation 1 Campus Drive Parsippany, NJ 07054
Thomas D. Christopoul	Senior Executive Vice President; Co-Chairman and Chief Executive Officer, Marketing Services Division	Cendant Corporation 1 Campus Drive Parsippany, NJ 07054
Scott E. Forbes	Senior Executive Vice President and Group Managing Director of Cendant Europe, Middle East and Africa	Cendant Corporation 1 Campus Drive Parsippany, NJ 07054
Virginia M. Wilson	Executive Vice President and Chief Accounting Officer	Cendant Corporation 1 Campus Drive Parsippany, NJ 07054
Linda C. Coughlin	Chief Administrative Officer	Cendant Corporation 9 West 57th Street New York, NY 10019

Cendant UK Acquisition Corporation

Directors

Name	Principal Occupation	Address
Henry R. Silverman	Chairman and Chief Executive Officer of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019
James E. Buckman	Vice Chairman, General Counsel and Director of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019
Ronald L. Nelson	President, Chief Financial Officer and Director of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019

Executive Officers Who Are Not Directors

Name	Principal Occupation	Address
Samuel L. Katz	President and Treasurer of Acquirer; Senior Executive Vice President; Chairman and Chief Executive Officer, Travel Distribution Services Division and Co-Chairman, Marketing Services Division of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019
Ronen Stauber	Executive Vice President of Acquirer; Executive Vice President and Chief Strategic Officer, Travel Distribution Services Division of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019
Eric J. Bock	Executive Vice President and Secretary of Acquirer; Executive Vice President, Law and Corporate Secretary of Cendant	Cendant Corporation 9 West 57th Street New York, NY 10019
Marius Nasta	Senior Vice President of Acquirer; Senior Vice President, Legal and General Counsel Cendant EMEA	Cendant Europe Ltd Landmark House Hammersmith Bridge Road London, W6 9EJ, England

Dated: 2 December 2004

CENDANT CORPORATION

CENDANT UK ACQUISITION CORPORATION

-and-

EBOOKERS PLC

MERGER AGREEMENT

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London E14 5DS

THIS AGREEMENT is made the 2nd day of December 2004.

BETWEEN:

- (1) CENDANT CORPORATION, a Delaware corporation whose address is at 9 West 57th Street New York, NY ("Cendant");
- (2) CENDANT UK ACQUISITION CORPORATION, a Delaware corporation whose address is at 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle ("Cendant Bidco"); and
- (3) EBOOKERS PLC, a public limited company registered in England and Wales with company number 3818962 and whose registered office is at 25 Farringdon Street, London EC4A 4AB ("ebookers").

WHEREAS:

- (A) The parties each desire the acquisition of ebookers by Cendant Bidco, which is a wholly-owned, indirect subsidiary of Cendant.
- (B) The parties intend to effect such acquisition by means of a scheme of arrangement under Section 425 of the Act to be proposed by ebookers to the Scheme Shareholders under which all of the Scheme Shares will be cancelled, New ebookers Shares will be issued to Cendant Bidco and Cendant Bidco will pay the Cash Consideration to Scheme Shareholders.

IT IS AGREED:

1. Interpretation

1.1 In this Agreement, its Recitals and Schedules, unless the context requires otherwise, each of the following expressions shall have the meaning set opposite it:

"Acquisition"	the proposed acquisition by Cendant Bidco of ebookers by means of the Scheme or, should Cendant Bidco so elect, by means of the Offer;
"Act"	the Companies Act 1985, as amended;
"Advisers"	in relation to Cendant means Citigroup and Skadden Arps Slate Meagher & Flom (UK) LLP, and in relation to ebookers means CSFB and Shearman & Sterling (London) LLP, including (unless the context requires otherwise) partners in and directors and employees of such advisers;
"Affiliate"	in relation to a party, any person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the party, and for these purposes a party shall be deemed to control a person if such party owns, directly or indirectly, 50% or more of the voting rights of such person;
"Agreed Form"	in relation to the documents listed in Schedule I hereto, such documents in the terms agreed between the parties as at the date of this Agreement, subject to any further changes as Cendant and ebookers may agree;
"Announcement"	the joint press announcement relating to the Acquisition in accordance with Rule 2.5 of the City Code in the Agreed Form;
"Announcement Date"	2 December 2004;
"Board"	the board of directors of any relevant person;
"Business Day"	a day (other than Saturday, Sunday or a public holiday in London), on which banks in the City of London are open for business generally;
"Cash Consideration"	the sum of 320 pence for each Scheme Share held by Scheme Shareholders;
"Cendant Bidco"	Cendant UK Acquisition Corporation, a wholly owned subsidiary of Cendant;
"Circular"	the circular to be issued by ebookers to Scheme Shareholders containing an explanatory statement and the Scheme regarding, inter alia, the cancellation of the Scheme Shares, the allotment of the New ebookers Shares to Cendant Bidco pursuant to the Scheme and the payment of the Cash Consideration;
"City Code"	the City Code on Takeovers and Mergers;
"Clearances"	all consents, clearances, permissions and waivers as may be necessary, and all filings and waiting periods as may be necessary, from or under the laws, regulations or practices applied by any Relevant Authority in connection with the implementation of the Acquisition, the Scheme or the Offer and references to Clearances having been satisfied shall be construed as meaning that the foregoing have been obtained on terms reasonably satisfactory to Cendant or, where appropriate, made or expired;

"Cochrane Option"	the options granted to Peter Cochrane on 25 October 1999 on terms equivalent to those under the ebookers Share Option Scheme;
"Conditions"	the conditions to the Acquisition set out in Appendix 1 to the Announcement;
"Confidentiality Undertaking"	the confidentiality undertaking entered into between Cendant Europe Limited and ebookers dated 1 September 2004;
"Court"	the High Court of Justice in England and Wales;
"Court Hearing Date"	the date of commencement of the hearing by the Court of the petition to sanction the Scheme and confirm the reduction of capital which forms part of it;
"Court Meeting"	the meeting of Scheme Shareholders convened by the Court, notice of which will be contained in the Circular (or any adjournment thereof);
"Court Order"	the order of the Court sanctioning the Scheme under Section 425 of the Act and confirming the cancellation of ebookers' share capital in connection therewith under Section 137 of the Act;
"Dhamija Option Agreement"	the option agreement dated 2 October 2002 between Mr Dhamija and ebookers;
"Dhamija Compromise Agreement"	the agreement to be entered into between ebookers and Mr Dinesh Dhamija regarding the cessation of his employment with the relevant member of the ebookers Group in, or substantially in, the form attached as Schedule V;
"ebookers ADS"	one American Depository Share of ebookers representing two ordinary shares in the capital of ebookers;
"ebookers Directors"	the directors of ebookers from time to time;
"ebookers Options"	options issued under the ebookers Share Option Scheme, the Cochrane Option and the Sampler Option;
"ebookers Shares"	ordinary shares of 14 pence each in the capital of ebookers;
"ebookers Share Option Scheme"	the ebookers Executive Share Option Scheme 1999;
"Effective Date"	the date upon which: <p>(A) the Scheme becomes effective in accordance with its terms; or</p> <p>(B) if Cendant elects to implement the Acquisition by way of the Offer, the Offer becomes or is declared unconditional in all respects;</p>
"EGM Resolutions"	the resolutions to be proposed at the Extraordinary General Meeting in connection with the Scheme to approve the reduction of capital and such other matters as may be agreed between ebookers and Cendant as necessary or desirable for the purposes of implementing the Scheme;
"Encumbrance"	any charge, mortgage, lien, hypothecation, judgment, encumbrance, easement, security, title retention, preferential right, trust arrangement, or any other security interest or any other agreement or arrangement having a commercial effect analogous to the conferring of security or similar right in

	favour of any person;
"Exchange Act"	the Securities Exchange Act of 1934, as amended;
"Exclusivity Period"	the period between the date hereof and the earliest to occur of: (i) the Effective Date, (ii) the date of termination of this Agreement pursuant to Clause 11;
"Extraordinary General Meeting"	the extraordinary general meeting of ebookers, notice of which will be contained in the Circular, or any adjournment thereof;
"Group"	in relation to any person, its subsidiaries, subsidiary undertakings and holding companies and the subsidiaries and subsidiary undertakings of any such holding company;
"Higher Competing Offer"	has the meaning set out in Clause 6.4;
"Meetings"	the Court Meeting and the Extraordinary General Meeting;
"NASDAQ"	The NASDAQ Stock Market, Inc;
"New ebookers Shares"	the ordinary shares of 14 pence each in the capital of ebookers to be issued credited as fully paid up to Cendant Bidco pursuant to the Scheme;
"Offer"	should Cendant elect to effect the Acquisition by way of an offer, the offer to be made (outside the US) by Citigroup for and on behalf of Cendant or Cendant Bidco and (in the US) by Cendant or Cendant Bidco, for all of the ebookers Shares on the terms and subject to the conditions to be set out in the related Offer Document and form of acceptance including, where the context requires, any subsequent revision, variation, extension or renewal thereof;
"Offer Document"	the document to be despatched to (amongst others) holders of ebookers Shares pursuant to which the Offer would be made;
"Panel"	the Panel on Takeovers and Mergers;
"Personnel"	in relation to any person, its board of directors, members of their immediate families, related trusts and persons connected with them, as such expressions are construed in accordance with the City Code;
"Proceedings"	has the meaning set out in Clause 17;
"Registrar"	the registrar of companies for England and Wales;
"Relevant Authority"	any government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade or regulatory agency, association or institution or any competition, antitrust or supervisory body, in each case in any jurisdiction;
"Representatives"	in relation to each party, the directors, employees, agents, consultants of, and any individuals seconded to work for, such party (including persons who, at the relevant time, occupied such position);
"Resolutions"	the resolutions to be proposed at the Meetings;
"Restricted Actions"	the actions listed in Schedule III;
"Rules"	the Rules of the ebookers Share Option Scheme;
"Sampler Option"	the options granted to Jeffrey Sampler on 1

	January 2001 on terms equivalent to those under the ebookers Share Option Scheme;
"Scheme"	the scheme of arrangement under Section 425 of the Act to be contained in the Circular, the principal terms of which are set out in the Announcement;
"Scheme Record Time"	6.00 p.m. on the Business Day immediately preceding the day upon which the Scheme becomes effective in accordance with its terms;
"Scheme Shareholders"	holders of Scheme Shares;
"Scheme Shares"	the ebookers Shares in issue on the date of the Circular (including those represented by ebookers ADSs) together with any further ebookers Shares: <ul style="list-style-type: none"> (a) issued after the date of the Circular and prior to the Voting Record Time; and (b) issued after the Voting Record Time and prior to the Scheme Record Time either on terms that the original or any subsequent holder thereof shall be bound by the Scheme or, in respect of which the holder thereof shall have agreed in writing to be bound by the Scheme;
"SEC"	US Securities and Exchange Commission;
"Service Documents"	has the meaning set out in Clause 17;
"Substantial Interest"	a direct or indirect interest in 20 per cent or more of the voting equity capital of an undertaking;
"Takeover Proposal"	means any proposal or offer by any third party (other than a proposal or offer by or on behalf of Cendant or any subsidiary thereof) for 50 per cent or more of the voting share capital of ebookers whether by offer, merger, scheme of arrangement or other means and any partnership, joint venture or other business combination involving a change of control of ebookers, or contribution, disposal or purchase of 50 per cent or more of the assets, businesses, revenues or undertaking of ebookers or of ebookers' Group or other similar transaction that is inconsistent with the implementation of the Acquisition;
"Talwar Option Agreement"	the option agreement dated 21 October 1999 between Mr. Talwar and ebookers;
"Timetable"	the timetable for the Acquisition set forth in Schedule IV;
"UK GAAP"	generally accepted accounting principles in the United Kingdom;
"UK Listing Authority"	the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;
"Voting Record Time"	6.00 p.m. on the day prior to the day immediately before the Meetings or any adjournment thereof;
"\$" or "dollars"	denotes United States dollars; and
"(pound)" or "pounds" or "pence"	denotes the lawful currency of the United Kingdom.

1.2 In this Agreement:

- (a) the Recitals and Schedules form an integral part of this Agreement;
- (b) the headings are for convenience only and shall not affect its interpretation;
- (c) expressions defined in the Act (excluding its Schedules) shall have the same meanings in this Agreement, unless the context requires otherwise or they are otherwise defined in this Agreement;
- (d) a reference to the provisions of law includes a reference to any provisions which from time to time amends, extends, consolidates or replaces that provision (other than any such provision with retrospective effect, to the extent that it is retrospective) and any subordinate legislation made under any such provisions;
- (e) words denoting the singular number shall include the plural, the masculine gender shall include the feminine gender and neuter, and vice versa;
- (f) references to Clauses and Schedules are, unless otherwise stated, to Clauses of and Schedules to this Agreement;
- (g) references to persons shall include individuals, corporations (wherever incorporated), unincorporated associations (including partnerships), trusts, any form of governmental body, agency or authority, and any other organisation of any nature (in each case, whether or not having separate legal personality).

1.3 In construing this Agreement, the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

2. Implementation and Documentation

2.1 The parties undertake to implement the Scheme in accordance with, and subject to the terms and conditions of, the Announcement and, so far as possible, the Timetable, with the overall intention that all Clearances are satisfied prior to the Court Hearing. Accordingly, without prejudice to the preceding sentence, each party agrees to use all reasonable endeavours to, and to procure that its Group and its directors and its relevant professional advisers assist it to, prepare all such documents and take all such steps as are necessary or desirable:

- (a) in connection with the Acquisition, the Scheme and the Offer (if made); and
- (b) for the purposes of obtaining all Clearances.

2.2 ebookers shall not seek to amend the Scheme or the EGM Resolutions after despatch of the Circular without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld.

2.3 Cendant Bidco will instruct Counsel to appear on its behalf at the hearing of the petition to sanction the Scheme and will undertake to the Court to be bound by the terms of the Scheme insofar as it relates to Cendant Bidco, including as to discharge of the Cash Consideration for the Acquisition.

2.4 ebookers will, save as otherwise agreed with Cendant, take or cause to be taken all such steps as are necessary or desirable to implement the Scheme in accordance with the Timetable and, in particular, but without limitation:

- (a) ebookers will, as soon as reasonably practicable after the date of this Agreement, issue a Part 8 claim form in order to seek the Court's permission to convene the Court Meeting and file such documents as may be necessary in connection therewith;
- (b) upon:
 - (i) the necessary documents being settled with the Court and, where required, approved by Cendant under Clause 2.8; and

(ii) the Court making the order necessary for the purpose of convening the Court Meeting,

ebookers shall as soon as reasonably practicable, publish the requisite documents, including the Circular together with appropriate forms of proxy for use at the Meetings, and thereafter in a timely manner, publish and/or post such other documents and information as the Court, the Panel, the UK Listing Authority, NASDAQ or the SEC may approve or require from time to time in connection with the proper implementation of the Scheme according to the Timetable;

- (c) ebookers will convene the Extraordinary General Meeting to be held immediately following the Court Meeting to consider and, if thought fit, approve the EGM Resolutions;
- (d) following the Court Meeting and the Extraordinary General Meeting, and assuming the resolutions to be proposed at such meeting have been passed by the requisite majorities, ebookers shall, as contemplated by the Timetable but in consultation with Cendant and always with the overall intention that all Clearances are satisfied prior to the Court Hearing, seek the sanction of the Court to the Scheme at the Court Hearing and take all other action necessary or desirable to make the Scheme effective;
- (e) if the Court so requires or indicates, or if it is necessary or desirable to implement the Scheme, ebookers shall reconvene the Court Meeting and any other necessary shareholder meeting;
- (f) as soon as practicable after the sanction of the Court of the Scheme (including the capital reduction) at the Court Hearing, and in any event within one Business Day thereof, ebookers shall cause an office copy of the Court Order to be filed with the Registrar and registered by him;
- (g) ebookers will not allot or issue any ebookers Shares between the Scheme Record Time and the time at which the Scheme becomes effective;
- (h) ebookers will use all reasonable endeavours to ensure that the steps to be taken between the posting of the Circular and the Effective Date are undertaken in accordance with a process agreed with Cendant and always with the overall intention that all Clearances are satisfied prior to the Court Hearing;
- (i) as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement as the case may be, ebookers shall give notice to:
 - (A) the holders of ebookers Options in accordance with the Rules that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (B) Dinesh Dhamija in accordance with the terms of the Dhamija Option Agreement that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (C) Sanjiv Talwar in accordance with the terms of the Talwar Option Agreement, that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (D) Peter Cochrane in accordance with the Rules that all unexercised options granted to Mr Cochrane pursuant to the Cochrane Option will lapse at the end of the relevant exercise period, as defined in the Rules; and
 - (E) Jeffrey Sampler in accordance with the Rules that all unexercised options granted to Mr Sampler pursuant to the Sampler Option will lapse at the end of the relevant exercise period, as defined in the Rules;

(j) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, ebookers shall procure that the ebookers Directors approve the appointment as directors of ebookers of anyone nominated by Cendant and procure the resignations of any ebookers Director if required by Cendant.

- 2.5 ebookers agrees that the Circular shall incorporate a unanimous and unqualified recommendation of the ebookers Directors to Scheme Shareholders to vote in favour of the Scheme and the EGM Resolutions except if, and only to the extent that, the ebookers Directors conclude, in good faith, after consultation with, and based upon the advice of, their legal and financial advisers at a meeting of the Board of ebookers Directors, that such recommendation should not be given or should be withdrawn, modified or qualified in order to comply with the fiduciary duties of the ebookers Directors and on the basis that an extract from the relevant Board minute (certified as a true extract by the Company Secretary of ebookers) evidencing the conclusion of the ebookers Directors and referring to the legal and financial advice provided to the ebookers Directors is promptly delivered to Cendant by ebookers.
- 2.6 Cendant may elect at any time to implement the Acquisition by way of the Offer, whether or not the Circular has been despatched. Provided that the Offer is made in accordance with the terms and conditions set out in the Announcement (and with the consideration being equal to or greater than that specified in the Announcement), ebookers agrees that the related Offer Document shall incorporate a unanimous and unqualified recommendation of the ebookers Directors to the Scheme Shareholders to accept the Offer, except as specified in Clause 2.5 above.
- 2.7 The obligations of the parties to implement the Scheme, or if applicable the Offer, are subject to satisfaction or, where permissible, waiver of the Conditions. ebookers agrees that it shall only file the relevant Court Order with the Registrar if all of the Conditions are satisfied or, where permissible, waived by Cendant Bidco prior to the grant of the relevant Court Order. Except where required by the Panel, Cendant Bidco shall not be under any obligation to waive or treat as satisfied any of the Conditions in Appendix I to the Announcement.
- 2.8 ebookers agrees to co-ordinate the preparation and despatch of the Circular with Cendant and only to despatch the Circular, together with appropriate forms of proxy for use at the Meetings, with the consent of Cendant (which shall not be unreasonably withheld). Accordingly ebookers will submit drafts and revised drafts of the Circular and forms of proxy to Cendant for review and comment and shall discuss such comments with Cendant for the purposes of preparing revised drafts. Cendant undertakes to provide to ebookers for the purposes of inclusion in the Circular all such information about Cendant, its Group and their respective Personnel as may reasonably be required by ebookers (having regard to the City Code and applicable regulations) for inclusion in the Circular (including all information that would be required under the City Code or applicable regulations) and to provide all such other assistance as ebookers may reasonably require in connection with the preparation of the Circular including access to and ensuring the assistance of its management and that of relevant professional advisers.
- 2.9 Cendant agrees to co-ordinate the preparation and despatch of the Offer Document related to the Offer with ebookers unless any of the ebookers Directors have determined that the recommendation contemplated by Clause 2.6 shall not be given or should be withdrawn, modified or qualified in order to comply with their fiduciary duties. Subject thereto, Cendant will submit drafts and revised drafts of the Offer Document to ebookers for review and comment and shall discuss such comments with ebookers for the purposes of preparing revised drafts.
- 2.10 (a) Cendant will procure that Cendant Bidco's directors accept responsibility for all of the information in the Circular relating to Cendant, its Group and its Personnel.
- (b) ebookers will procure that the ebookers Directors accept responsibility for all of the information in the Circular other than that relating to Cendant, its Group and their respective Personnel.
- 2.11 If Cendant elects to exercise the right to implement the Acquisition by way of the Offer:

- (a) Cendant will procure that Cendant Bidco's directors accept responsibility for all of the information in the related Offer Document other than that relating to ebookers, its Group and their respective Personnel; and
- (b) ebookers will procure that the Directors accept responsibility for the information in the Offer Document relating to ebookers, its Group and its Personnel.

2.12 ebookers undertakes to provide Cendant with all such information about ebookers, its Group and its Personnel as may reasonably be required for inclusion in the Offer Document and to provide all such other assistance as Cendant may reasonably require in connection with the preparation of the Offer Document, including access to, and ensuring the provision of assistance by, its management and relevant professional advisers.

2.13 ebookers undertakes to co-operate with and assist Cendant by providing Cendant and any Relevant Authority as promptly as is reasonably practicable upon request and in good faith any necessary information and documents for the purpose of making any submissions, filings and notifications to such Relevant Authority in relation to the Acquisition, including making any joint filings with Cendant where required by any such Relevant Authority.

2.14 Each party undertakes:

- (a) to keep the other informed reasonably promptly of developments which are material or potentially material to the obtaining of the Clearances; and
- (b) to disclose to each other as soon as reasonably practicable material correspondence with any Relevant Authority (subject to redaction of confidential information).

2.15 ebookers undertakes to enter into the Dhamija Compromise Agreement prior to the Effective Date, such agreement to be conditional on the Scheme becoming effective.

2.16 The parties will consult with the Panel from time to time as necessary in order to keep the Panel informed, and where appropriate seek the consent of the Panel, as to the Timetable and the process to obtaining the Clearances.

2.17 ebookers will cooperate with any reasonable request of Cendant or Cendant Bidco in seeking a direction from the Panel to require any person rumoured to be interested in acquiring ebookers to make an announcement clarifying its intentions in accordance with the requirements of the City Code.

2.18 ebookers shall agree to any extension of time limits in the City Code which Cendant requests and which the Panel approves.

3. Code Consideration

Cendant shall, subject to the Scheme becoming effective, pay, or procure the payment by Cendant Bidco of, the Cash Consideration to Scheme Shareholders entitled thereto in accordance with the Scheme and the requirements of the City Code.

4. Co-operation

Each of the parties shall promptly provide such reasonable assistance and information and shall co-operate and consult with each other in the preparation and publication of the Circular and any other document or filing which is required or which ebookers or Cendant reasonably considers to be necessary or appropriate in accordance with the requirements of the City Code and the Act for the purposes of implementing the Acquisition.

5. Representations, Warranties and Undertakings

5.1 Each of the parties represents and warrants to the other on the date hereof that:

- (a) it has the requisite power and authority to enter into and perform this Agreement;
- (b) this Agreement constitutes its binding obligations in accordance with its terms;

(c) the execution and delivery of, and performance of its obligations under, this Agreement will not:

(i) result in a breach of any provision of its constitutional documents;

(ii) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound, to an extent that is material in the context of the Acquisition; or

(iii) result in a breach of any order, judgement or decree of any court or governmental agency to which it is a party or by which it is bound.

5.2 ebookers confirms and undertakes:

(a) that it is a "foreign private issuer" as such term is defined under Rule 3b-4(c) under the Exchange Act;

(b) to furnish to Cendant upon request of Cendant in writing a copy of ebookers' register of shareholders dated as of (i) a date on or around the 30th calendar day prior to commencement (within the meaning of Rule 14d-2 ("Rule 14d-2") under the Exchange Act) of a tender offer (within the meaning of the Exchange Act) by Cendant for the entire issued share capital of ebookers or (ii) such other date as may be agreed by ebookers and Cendant for the purpose of assisting Cendant in making its calculation in accordance with instruction 2 to Rules 14d-2(c) and (d);

(c) that to the best of the knowledge and belief of the ebookers Directors and after due and careful enquiry, there are no circumstances relating to ebookers and its subsidiaries which would result in any of the Conditions not being satisfied in a manner material in the context of the ebookers Group taken as a whole; and

(d) that it is fully in compliance with the continuing obligations for companies set out in Chapter 9 of the listing rules of the UK Listing Authority and that no material information relating to ebookers and its subsidiaries not already in the public domain has come to the attention of the ebookers Directors prior to the Announcement Date.

5.3 ebookers will not directly or indirectly make known to any third party the discussions between Cendant and ebookers concerning the Acquisition and shall procure that its Affiliates and its or their Representatives shall do likewise, subject as required by the City Code or as a matter of law or regulation to which ebookers is subject and in any such case only after consultation with Cendant, taking into account its reasonable representations and to the minimum extent required by the City Code or such law or regulation.

5.4 Cendant undertakes to procure that during the Exclusivity Period (i) Cendant and Cendant Bidco shall not take any action which would be prejudicial to the successful outcome of the Scheme and (ii) Cendant Bidco shall remain a wholly owned indirect subsidiary of Cendant.

5.5 Each of Cendant and ebookers undertakes promptly to notify each other (and supply copies of all relevant information) of any event or circumstance of which they become aware that would be likely to have a significant impact on the satisfaction of the Conditions.

5.6 ebookers undertakes that it shall promptly notify Cendant in writing of any fact, matter or event of which it becomes aware which has had or could reasonably be expected to have a material adverse effect on either the financial, trading or business position of the ebookers Group taken as a whole or on the implementation of the Acquisition in accordance with its terms.

5.7 For the purposes of Clauses 5.5 and 5.6, ebookers will be deemed to be aware of matters which are within the actual knowledge of the ebookers Directors and each of Yashish Dahiya, Dhruv Shringi, Bhupender Singh, Gilles Despas, Helen O'Byrne, Ranjan Singh, Elaine Burrough, Chris Sherlock, Simon Powell, Kevin Hall, William Scott, Mark Reid and Prashant Sahni (in each case having made all reasonable and proper enquiries and exercised due diligence) and Cendant will be deemed to be aware of matters which are within the actual knowledge of Sam Katz, Ronen Stauber, Stan Sandberg, Neal Sunners, Marius Nasta and Gordon Wilson (in each case having made all reasonable and proper enquiries and exercised due diligence).

5.8 ebookers shall conduct its business in the ordinary course consistent with past practice during the Exclusivity Period. Without limitation to the generality of the foregoing, during the Exclusivity Period ebookers shall not and shall procure that no member of its Group shall, carry out any of the Restricted Actions without having obtained the prior written consent of Cendant (which consent may be given, withheld or given subject to such conditions as Cendant may, in its absolute discretion, determine). ebookers shall use reasonable endeavours to ensure that the provisions of this Clause 5.8 are promptly brought to the attention of relevant employees of members of the ebookers Group and that such relevant employees are instructed to comply, or procure compliance with, the provisions hereof. For the avoidance of doubt, in the event that this Agreement is terminated by either party pursuant to Clause 11 or if the Scheme becomes effective, none of ebookers, its directors, officers or employees shall be liable for any claim by Cendant for money damages in respect of a breach of this Clause 5.8 except to the extent that any such claim is attributable to fraud on the part of the relevant party.

5.9 During the Exclusivity Period, ebookers shall and shall procure that the members of its Group shall:

- (a) give Cendant and its Representatives reasonable notice of and an opportunity to participate in bi-weekly conference calls or meetings of appropriate members of ebookers' senior management to discuss progress on significant operational and financial matters affecting ebookers or any member of the ebookers Group;
- (b) furnish Cendant with such financial and operating data and other information with respect to each member of the ebookers Group (including, without limitation, financial management reports in the format and frequency as such reports are produced by ebookers as at the date of this Agreement), in such form as such data and/or information are maintained by ebookers or other relevant member of the ebookers Group in the ordinary course of business as currently conducted, as Cendant may from time to time reasonably request; and
- (c) give Cendant and its Representatives reasonable access to such of the books, records and personnel of each member of the ebookers Group as shall be necessary or desirable to enable Cendant to prepare for the implementation of the Acquisition and the integration of the businesses of Cendant and ebookers following such implementation.

5.10 Without prejudice to the provisions of Clause 5.8, during the Exclusivity Period, ebookers shall not, and shall procure that no member of its Group shall, without having obtained the prior written consent of Cendant (which consent may be given, withheld or given subject to such conditions as Cendant may in its absolute discretion, determine) enter into any agreement or arrangement whereby it or such member of its Group becomes subject to an obligation of confidentiality in favour of any party other than Cendant or Cendant Bidco and which would prevent, prohibit or restrict the notifications by ebookers and other activities contemplated by Clause 5.5, Clause 5.6, Clause 5.9 and Clause 6.3. In the event that ebookers is or becomes subject to an obligation of confidentiality in favour of a third party during the Exclusivity Period which may prevent, prohibit or restrict the notifications by ebookers and other activities contemplated by Clause 5.5, Clause 5.6, Clause 5.9, and Clause 6.3, ebookers shall use all commercially reasonable endeavours to procure the prompt waiver, relaxation or removal of such obligation.

6. Exclusivity

6.1 ebookers undertakes that it will immediately terminate all discussions or other contact with third parties relating to any Takeover Proposal and shall procure that its Affiliates and its or their Representatives shall do likewise.

6.2 Subject to Clause 6.3, in consideration of the commitment of time, cost, expense and personnel by Cendant and its Affiliates and of Cendant and Cendant Bidco incurring the expense of instructing advisers (including, without limitation, Cendant's Advisers), in each case for the purpose of investigating, finalising and documenting the Acquisition, ebookers represents, warrants and undertakes that, during the Exclusivity Period, neither it nor any member of the ebookers Group, or any of their respective Advisers or Representatives, will, directly or indirectly through any other person:

- (a) solicit, initiate, facilitate or knowingly encourage or enter into discussions or negotiations or any agreement or arrangement regarding, any Takeover Proposal; or
- (b) except as, and solely to the extent, required by the City Code, provide information to any person (other than Cendant, Cendant Bidco and their Advisers or Representatives) in relation to any Takeover Proposal.

6.3 Notwithstanding Clause 6.2, ebookers may engage in discussions or negotiations with, and (otherwise than as permitted by Clause 6.2(b)) furnish information concerning ebookers, the ebookers Group, or their businesses, properties or assets, to a third party which has indicated that it may make an unsolicited Takeover Proposal if, and only to the extent that, the ebookers Directors conclude, in good faith, after consultation with, and based upon the advice of their legal and financial advisers at a meeting of the ebookers Directors, that the failure to take such action would be in breach of their fiduciary duties or would violate their obligations under the provisions of the City Code or the Act and on the basis that (i) a copy of the relevant extract of the minutes of such meeting reflecting the ebookers Directors' conclusion and referring to the legal and financial advice provided to the ebookers Directors, shall promptly be provided to Cendant by ebookers and (ii) ebookers shall promptly (but in any event within 24 hours) notify Cendant of the receipt of any such Takeover Proposal, including the material terms and conditions thereof (to the extent known) (and any changes in the material terms and conditions thereof of which it becomes aware) and the identity of the person making such Takeover Proposal.

6.4 In the event that a Takeover Proposal is announced under the terms of which Scheme Shareholders are offered a higher price in cash per ebookers Share than the price then offered under the Acquisition (a "Higher Competing Offer"), ebookers undertakes that it will not withdraw the Scheme for 48 hours and if, within that time, Cendant communicates to ebookers a revision to the terms of the Acquisition, so that the terms of the Acquisition (which revision may include effecting the Acquisition by way of the Offer) as so revised provide for a price in cash per ebookers Share no less than the price offered under the Higher Competing Offer, and the terms of the Acquisition as so revised are otherwise no less favourable to Scheme Shareholders than the terms of the Higher Competing Offer taking into account all the circumstances including, without limitation, any obligation to pay a fee pursuant to Clause 7.1 below, the ebookers Directors will continue to recommend the Acquisition, as so revised, and withdraw any recommendation of the Higher Competing Offer.

6.5 If ebookers is in breach of any of its obligations under this Clause 6, ebookers will pay to Cendant damages equal to the fees, costs and expenses (together with any related value added or similar tax and disbursements) reasonably incurred by Cendant and/or Cendant Bidco in connection with its investigation and evaluation of ebookers and otherwise in connection with the Acquisition (including those fees, costs and expenses which may have already been reasonably incurred by Cendant and/or Cendant Bidco as at the date of this Agreement) up to the date on which Cendant becomes aware of the breach, each of ebookers and Cendant agreeing such amount to be a genuine and reasonable pre-estimate of the damages likely to be suffered by Cendant as a result of any such breach. The maximum amount so payable shall not exceed the amount specified in Clause 7.1 below and shall be paid within ten Business Days of demand.

7. Inducement Fee

7.1 In the event that:

- (a) the ebookers Directors do not unanimously, without qualification, recommend the Acquisition, or following announcement of the Acquisition, the ebookers Directors withdraw (or modify or qualify in a manner adverse to Cendant Bidco) their approval or recommendation of the Acquisition; or
- (b) prior to the date six months after the date of the Announcement a Takeover Proposal is announced which becomes or is declared wholly unconditional or otherwise becomes effective or is completed; or
- (c) any financial advisor to the ebookers Directors appointed pursuant to Rule 3 of the City Code withdraws or in any way modifies its consent (whether written or oral) to being named in

the context of any recommendation statement by the ebookers
Directors to the Scheme Shareholders regarding the Acquisition,

ebookers will pay to Cendant, within ten Business Days of demand, in the case of the occurrence of any of the events referred to in this Clause 7.1 a fee of (pound)2,089,000. All sums payable under this Clause 7 shall be paid in the form of an electronic funds transfer for same day value to such bank as may be notified to ebookers by Cendant and shall be paid in full free from any deduction or withholding whatsoever (save only as maybe required by law) and without regard to any lien, right of set-off, counter-claim or otherwise.

8. Announcement

8.1 ebookers and Cendant agree that the Announcement shall be released in accordance with the City Code at or about 3 p.m. (London time) on the Announcement Date.

8.2 Without prejudice to the provisions of Clause 4, during the Exclusivity Period, ebookers and Cendant shall, subject to the requirements of applicable law or any applicable regulatory body or the City Code or the Panel, consult together as to the terms of, the timetable for and manner of publication of, any announcement, circular or publication to shareholders, employees, customers, suppliers, distributors and sub-contractors and to any regulatory or governmental authority or to the media or otherwise which either may desire or be obliged to make regarding the Acquisition.

9. Assignment

This Agreement is personal to the parties to it and may not be assigned in whole or in part.

10. Time of the Essence

Any time, date or period referred to in any provision of this Agreement may be extended by mutual agreement between ebookers and Cendant but as regards any time, date or period originally fixed or any time, date or period so extended time shall be of the essence.

11. Termination

11.1 Notwithstanding anything contained in this Agreement to the contrary, this Agreement may, subject to compliance with the City Code and the requirements of the Panel, be terminated as follows:

- (a) by the mutual consent of Cendant and ebookers at any time prior to the making of the Court Order;
- (b) by Cendant by written notice, if the Effective Date shall not have occurred on or before 30 June 2005 (or such later date as Cendant, ebookers and the Court may agree) and Cendant shall not have breached its obligations under this Agreement in any manner that shall have proximately contributed to the failure to consummate the Acquisition on or before such date;
- (c) by either Cendant or ebookers if any of the Conditions which has not been waived is (or becomes) incapable of satisfaction and if Cendant notifies ebookers that notwithstanding it has the right to waive such Condition, it will not do so, or if any Condition which is incapable of waiver is not satisfied or becomes incapable of satisfaction;
- (d) by either Cendant or ebookers, by written notice, if at any time prior to the Effective Date the ebookers Directors (through their own action or through any agency or otherwise) shall have:
 - (i) withdrawn (or modified in a manner adverse to Cendant) their approval or recommendation of the Acquisition; or
 - (ii) approved or recommended, or proposed publicly to approve or recommend, any Takeover Proposal; or
- (e) by Cendant, by written notice, if ebookers is in breach of any of its obligations under Clause 5.8, 5.10 or 6 and, subject to ebookers having notified Cendant of such breach in writing, such breach shall not, if capable of remedy, have been cured within ten days after notice requiring such cure shall have been received by ebookers.

11.2 Subject to the provisions of this Agreement which are expressly provided to survive termination and without prejudice to any liability of any party in respect of any antecedent breach hereof or to any accrued rights of any party hereto (including, without limitation, under Clause 7), if this Agreement is terminated pursuant to this Clause 11 this Agreement shall terminate and there shall be no other liability on the part of ebookers (on the one hand) and Cendant (on the other hand) to the other.

11.3 If the ebookers Directors resolve to take either of the courses of action referred to in Clauses 11.1(d) (i) or (ii), a copy of the minutes of such meeting of the ebookers Directors reflecting the conclusion of the ebookers Directors and referring to the advice received from their legal and financial advisers shall promptly be provided to Cendant by ebookers.

11.4 Termination of this Agreement shall be without prejudice to any rights either party may have in respect of any prior breach hereof. For the avoidance of doubt, the rights and obligations provided for in clauses 2.6, 2.9, 2.11, 2.12 and 2.13 shall continue to apply in the event that Cendant announces an Offer which is recommended by the ebookers Directors within three months from the date on which the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms.

12. Fees and Costs

Subject to the other provisions of this Agreement, each party will bear its own legal, accountancy and other costs and expenses incurred in connection with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement and the implementation of the Acquisition.

13. Waiver/Amendment

13.1 There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is in writing and signed by the waiving party.

13.2 No relaxation, forbearance, indulgence or delay (together "indulgence") of any party in exercising any right, power or privilege hereunder shall be construed as a waiver thereof and shall not effect the ability of that party subsequently to exercise that right, power or privilege or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right, power or privilege, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

13.3 No amendment, change or addition to this Agreement shall be effective or binding on any party unless reduced to writing and executed by both parties.

14. Invalidity

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

15. Notices

15.1 Any notice or other communication to be given under this Agreement shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party, posted by first class mail (or airmail if abroad) addressed to that party at such address, or sent by facsimile transmission to the numbers set out in Clause 15.3 (or such other number as may be notified to the parties) and shall if:

(a) personally delivered, be deemed to have been received at the time of delivery;

(b) posted to an inland address in the United Kingdom, be deemed to have been received on the second Business Day after the date of posting and if posted to an overseas address, be deemed to have been received on the fifth Business Day after the date of posting; or

(c) sent by facsimile transmission, be deemed to have been received upon receipt by the sender of a facsimile transmission report (or other appropriate evidence) that the facsimile has been transmitted to the addressee,

PROVIDED that where, in the case of delivery by hand or facsimile transmission, delivery or transmission occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, receipt shall be deemed to occur at 9.00 am on the next following Business Day.

15.2 For the purposes of this Clause the authorised address of each party shall be the address set out at the head of this Agreement or such other address (and details) as that party may notify to the others in writing from time to time in accordance with the requirements of this clause.

15.3 Any notice or other communication will, in the case of service by facsimile transmission, be sent to the recipient using the following facsimile numbers (or such other facsimile number as may from time to time be notified in writing to the recipient to the sender as being the recipient's facsimile number for service):

Cendant: +44 208 762 6631
Attention: General Counsel - Cendant Europe
Cendant Bidco: +44 208 762 6631
Attention: General Counsel - Cendant Europe
ebookers: +44 (0)20 7489 2207
Attention: Company Secretary

15.4 The provisions of this Clause 15 shall not apply in relation to the service of Service Documents.

16. General

16.1 Each of the parties shall, and shall use all reasonable efforts to procure that any other person shall, do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to such party's obligations under this Agreement.

16.2 No person who is not a party to this Agreement shall have any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement.

16.3 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument.

16.4 The Confidentiality Undertaking shall continue to have full force and effect in accordance with their terms save as otherwise agreed in writing between the parties thereto.

16.5 Without prejudice to any other rights or remedies that Cendant may have pursuant to this Agreement, ebookers acknowledges that Cendant may be materially harmed by a breach of any provision of this Agreement and that damages alone may not provide an adequate remedy for any such breach. Accordingly, ebookers acknowledges that Cendant shall be entitled without proof of special damages to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

16.6 If ebookers defaults in the payment when due of any sum payable under this Agreement, ebookers' liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment at a rate per annum of 2 per cent above the base lending rate from time to time of Barclays Bank Plc. Such interest shall accrue from day to day and shall be in addition to the amount specified as payable hereunder.

17. Service of process and appointment of process agent

17.1 Cendant and Cendant Bidco each irrevocably appoints Cendant Europe Limited to be its agent for the receipt of Service Documents. It agrees that any claim form, application notice, order, judgment or other document ("Service Documents") relating to any claim, legal

action proceedings, dispute or matter of difference arising out of or in connection with this Agreement ("Proceedings") may be effectively served on it in connection with the Proceedings in England and Wales by service on its agent.

17.2 If the agent at any time ceases for any reason to act as such, Cendant and Cendant Bidco shall each appoint a replacement agent having an address for service in England or Wales and shall notify ebookers of the name and address of the replacement agent.

17.3 A copy of any Service Document served on an agent shall be sent by post to Cendant and/or Cendant Bidco, as the case may be. Failure or delay in doing so shall not prejudice the effectiveness of the Service Document.

18. Governing Law

18.1 This Agreement (together with all documents to be entered into pursuant to it which are not expressed to be governed by another law) shall be governed by, construed and take effect in accordance with English law.

18.2 The courts of England shall have exclusive jurisdiction to settle any Proceedings which may arise out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement, and each of the parties irrevocably submits to such jurisdiction and waives any objection to any Proceedings in such courts or on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

AS WITNESS WHEREOF the hands of the parties or their duly authorised representatives the day and year first above written.

SIGNED by)
CENDANT CORPORATION)

SIGNED by)
CENDANT UK ACQUISITION)
CORPORATION)

SIGNED by)
EBOOKERS PLC)

SCHEDULE I

1. Announcement.
2. Board minutes of ebookers, Cendant and Cendant Bidco
3. Irrevocable Undertakings of the ebookers Directors, Flightbookers Investments Limited, Goldman Sachs Securities Nominees Limited, James Capel Nominees Limited and Salomon Smith Barney.

SCHEDULE II

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND THE ACQUISITION

The Acquisition will be conditional upon the Scheme becoming effective, by not later than 30 June 2005 or such later date (if any) as Cendant Bidco, ebookers and the Court may agree. The Scheme will comply with the rules and regulations of the UK Listing Authority, the London Stock Exchange, the Code and applicable US securities law. The Scheme will not become effective unless the following conditions are satisfied or, where appropriate, waived:

- (a) the approval of the Scheme by a majority in number representing three-fourths or more in value of the ebookers Shareholders present and voting, either in person or by proxy, at the Court Meeting, or any adjournment thereof;
- (b) the resolution(s) in connection with or required to approve and implement the Scheme being duly passed by the requisite majority at the Extraordinary General Meeting, or at any adjournment thereof;
- (c) the sanction (with or without modification, on terms acceptable to Cendant Bidco) of the Scheme and confirmation of the reduction of capital involved therein by the Court and an office copy of the Court Order and the minute of such reduction attached thereto being delivered for registration to the Registrar of Companies in England and Wales and, in relation to the reduction of capital, being registered;
- (d) a notification having been made to the German Federal Cartel Office (Bundeskartellamt), and the Federal Cartel Office, within one month from its receipt of the complete notification, either having affirmatively given clearance, or having not given notice that it has initiated main examination proceedings (Hauptprüfverfahren) under Section 40 of the German Act against Restraints of Competition (Gesetz gegen Wettbewerbsbeschränkungen); and
- (e) a notification having been made to the Norwegian Competition Authority and the Norwegian Competition Authority within 15 working days from receipt of a short form notification not having required submission of a complete notification, pursuant to the Norwegian Competition Act, No. 65 of June 11, 1993.
- (f) no Third Party having intervened in any way and there not continuing to be outstanding any statute, regulation or order of any Third Party in each case which would or might reasonably be expected (in any case to an extent which is material in the context of the Wider Cendant Group or the Wider ebookers Group, as the case may be, in each case, taken as a whole) to:
 - (i) make the Acquisition or its implementation or the acquisition or proposed acquisition by Cendant Bidco or any other member of the Wider Cendant Group of any shares or other securities in, or control or management of, ebookers or any other member of the Wider ebookers Group, void, unenforceable and/or illegal in any jurisdiction or otherwise directly or indirectly restrain, restrict, prohibit, prevent, delay or otherwise interfere with the implementation thereof, or impose additional conditions or obligations with respect thereto, or require amendment to the terms of the Acquisition or the proposed acquisition of any shares or securities in ebookers, or the acquisition of control of ebookers by Cendant Bidco;
 - (ii) require, prevent, or delay the divestiture, or alter the terms of any proposed divestiture by Cendant Bidco or any other member of the Wider Cendant Group or by ebookers or any other member of the Wider ebookers Group of all or any part of their respective businesses, assets or properties or impose any limitation on the ability of any of them to conduct any of their respective businesses or to own or control any of their respective assets or properties or any material part thereof;
 - (iii) limit or delay the ability of any member of the Wider Cendant Group or any member of the Wider ebookers Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of

shares or other securities in, or to exercise voting or management control over, any member of the Wider Cendant Group or any member of the Wider ebookers Group;

- (iv) require any member of the Wider Cendant Group or of the Wider ebookers Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of either group owned by any third party (other than in the implementation of the Acquisition);
- (v) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Cendant Group of any shares or other securities (or the equivalent) in ebookers;
- (vi) limit the ability of any member of the Wider Cendant Group or of the Wider ebookers Group to conduct or integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Cendant Group or of the Wider ebookers Group;
- (vii) result in any member of the Wider ebookers Group ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) otherwise adversely affect the business, assets, profits, financial or trading position or prospects of any member of the Wider ebookers Group or of the Wider Cendant Group;

(g) all necessary notifications and filings having been made, all regulatory and statutory obligations in any relevant jurisdiction having been complied with, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) during which any Third Party could intervene under any applicable legislation or regulations of any relevant jurisdiction having expired, lapsed or been terminated, in each case in respect of the Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, ebookers or any other member of the Wider ebookers Group by Cendant Bidco or any other member of the Wider Cendant Group or the carrying on by any member of the Wider ebookers Group of its business except where the failure to make any such notification or filing, or comply with any such obligation, or the fact that any such period has not expired, lapsed or been terminated, individually or in the aggregate, is not likely to have a materially adverse effect on the business, assets, profits, financial or trading position or prospects of any member of the Wider Cendant Group;

(h) all authorisations and determinations necessary or appropriate in any relevant jurisdiction for or in respect of the Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, ebookers or any other member of the Wider ebookers Group by any member of the Wider Cendant Group or in relation to the continuation of the business of any member of the Wider ebookers Group having been obtained, in terms and in a form reasonably satisfactory to Cendant Bidco, from all relevant Third Parties or (without prejudice to the generality of the foregoing) from any persons or bodies with whom any member of the Wider ebookers Group has entered into contractual arrangements that are material in the context of the Wider ebookers Group taken as a whole and such authorisations and determinations, together with all authorisations and determinations necessary or appropriate for any member of the Wider ebookers Group to carry on its business, remaining in full force and effect and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not renew any of the same in any such case in so far as is material in the context of the Wider Cendant Group or the Wider ebookers Group, as the case may be, in each case, taken as a whole;

(i) except as publicly announced by ebookers in accordance with the Listing Rules, or as fairly disclosed in writing to Cendant or Cendant Bidco by or on behalf of ebookers in connection with the Acquisition, in each case prior to the date hereof, there being no provision of any agreement, arrangement, licence or other instrument to which any member of the Wider ebookers Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, ebookers or any other member of the Wider ebookers Group by any member of the Wider Cendant Group or otherwise, could or might be expected to result in,

(in any case to an extent that is or would be material in the context of the Wider ebookers Group taken as a whole):

- (i) any monies borrowed by, or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any such member being or becoming repayable or capable of being declared repayable immediately or prior to its stated maturity, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn;
- (ii) any such agreement, arrangement, licence or other instrument, or the rights, liabilities, obligations or interests of any member of the Wider ebookers Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
- (iii) the rights, liabilities, obligations or interests of any member of the Wider ebookers Group under any such agreement, arrangement, licence or instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated or adversely modified or affected;
- (iv) any member of the Wider ebookers Group ceasing to be able to carry on its business under any name under which it presently does so;
- (v) any asset or interest of any member of the Wider ebookers Group being or falling to be disposed of or ceasing to be available to any member of the Wider ebookers Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider ebookers Group;
- (vi) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider ebookers Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
- (vii) the creation of any liability (actual or contingent) by any member of the Wider ebookers Group; or
- (viii) the value or the financial or trading position or the prospects of any member of the Wider ebookers Group being prejudiced or adversely affected,

and no event having occurred which, under any provision of any agreement, arrangement, licence, or other instrument to which any member of the Wider ebookers Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, could reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this paragraph (i) to an extent which is material in the context of the Wider ebookers Group as a whole;

- (j) save as publicly announced by ebookers in accordance with the Listing Rules, or as fairly disclosed in writing to Cendant Bidco or Cendant by or on behalf of ebookers in connection with the Acquisition in each case prior to the date hereof, no member of the Wider ebookers Group having, since 31 December 2003:
 - (i) (save as between ebookers and, on a pre-emptive basis, any member of the Wider ebookers Group or upon the exercise of rights to subscribe for ebookers Shares pursuant to the exercise of options granted under the ebookers Share Option Scheme and the ebookers Individual Option Arrangements) issued or agreed to issue or authorised or proposed the issue of additional shares of any class, or of securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities, or redeemed, purchased or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital;
 - (ii) recommended, declared, paid or made or proposed to

recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise (other than to ebookers or a wholly-owned subsidiary of ebookers);

- (iii) save for transactions between members of the ebookers Group, acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any rights, title or interest in any asset (including shares and trade investments), which, in each case, is material in the context of the Wider ebookers Group taken as a whole, or merged with or demerged any body corporate or authorised or proposed or announced any intention to propose any such merger, demerger, acquisition, disposal, transfer, mortgage, charge or security interest (other than in the ordinary course of business);
- (iv) made or authorised or proposed or announced an intention to propose any change in its loan capital or issued, authorised or proposed the issue of any debentures;
- (v) (save in the ordinary course of business or for transactions between members of the ebookers Group) incurred or increased any indebtedness or liability (actual or contingent) which is material in the context of the Wider ebookers Group taken as a whole;
- (vi) entered into varied or authorised, proposed or announced its intention to enter into or vary any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of a long-term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such a nature or magnitude and in any case which is material in the context of the Wider ebookers Group taken as a whole;
- (vii) entered into or varied the terms of any contract, agreement or arrangement with any of the ebookers Directors or any other director or senior executive of any member of the Wider ebookers Group;
- (viii) waived or compromised any claim other than in the ordinary course of business in any case in a manner or on terms that are material in the context of the Wider ebookers Group taken as a whole;
- (ix) taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made, in each case for its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed;
- (x) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xi) made any alteration to the memorandum or articles of association of ebookers or any material alteration to the memorandum or articles of association (or equivalent constitutional documents) of any of ebookers' subsidiaries;
- (xii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;
- (xiii) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement;
- (xiv) entered into any contract, transaction or arrangement which is or could be restrictive on the business of any member of the Wider ebookers Group or the Wider Cendant Group other than to a nature and extent which is normal in the context of the business concerned; or

- (xv) entered into any contract, commitment, agreement or arrangement or passed any resolution with respect to, or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition (j);
- (k) since 31 December 2003, and save as publicly announced in accordance with the Listing Rules by ebookers, or as fairly disclosed in writing by or on behalf of ebookers to Cendant or Cendant Bidco in connection with the Acquisition in each case prior to the date hereof:
 - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of ebookers or any other member of the Wider ebookers Group that is material in the context of the Wider ebookers Group taken as a whole;
 - (ii) no litigation or arbitration proceedings, prosecution or other legal proceedings having been instituted, announced, implemented or threatened in writing by or against or remaining outstanding against or in respect of any member of the Wider ebookers Group or to which any member of the Wider ebookers Group is or may become a party (whether as plaintiff, defendant or otherwise) which in any such case might be reasonably expected adversely and materially to affect any member of the Wider ebookers Group;
 - (iii) (other than as a result of the Acquisition) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened in writing, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider ebookers Group which in any such case is adverse to the interests of any member of the Wider ebookers Group and is material in the context of the Wider ebookers Group taken as a whole; and
 - (iv) no contingent or other liability of any member of the Wider ebookers Group having arisen or become apparent to Cendant Bidco or increased which in any case is material in the context of the Wider ebookers Group taken as a whole.
- (l) save as publicly announced in accordance with the Listing Rules by ebookers, or fairly disclosed in writing by or on behalf of ebookers to Cendant or Cendant Bidco in connection with the Acquisition prior to the date hereof, Cendant Bidco not having discovered:
 - (i) that any financial, business or other information concerning ebookers or the Wider ebookers Group that has been disclosed at any time by or on behalf of any member of the Wider ebookers Group whether publicly, or to any member of the Wider Cendant Group, is misleading, contains any misrepresentation of fact or omits to state a fact necessary to make the information contained therein not misleading; or
 - (ii) that any member of the Wider ebookers Group or any partnership, company or other entity in which any member of the Wider ebookers Group has a significant economic interest and which is not a subsidiary of ebookers is subject to any liability (actual or contingent) that has not been publicly announced and which in any case is material in the context of the Wider ebookers Group taken as a whole; or
 - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider ebookers Group and which is material in the context of the Wider ebookers Group taken as a whole; and
- (m) Cendant Bidco not having discovered that, save as publicly announced by ebookers in accordance with the Listing Rules or fairly disclosed in writing to Cendant or Cendant Bidco by and on behalf of ebookers prior to the date hereof:
 - (i) any past or present member of the Wider ebookers Group has not complied with all applicable legislation or regulations of any jurisdiction with regard to the storage, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use,

treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider ebookers Group which in any case is material in the context of the Wider ebookers Group taken as a whole; or

(ii) there is, or is likely to be, any liability (whether actual or contingent) to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider ebookers Group, or in which any such member may now or previously have had or be deemed to have or have had an interest, or any other property or any controlled waters under any environmental legislation, regulation, notice, circular or order or other lawful requirement of any relevant authority or Third Party or otherwise which in any case is material in the context of the Wider ebookers Group taken as a whole.

(n) the Merger Agreement not having been terminated in accordance with its terms.

For the purposes of these conditions:

(a) "Third Party" means any government, government department or governmental, quasi-governmental, supranational, statutory, regulatory or investigative body, authority (including any national anti-trust or merger control authority), court, trade agency, association, institution or professional or environmental body or any other person or body whatsoever in any relevant jurisdiction;

(b) a Third Party shall be regarded as having "intervened" if it has decided to take, institute, implement, or threaten any action, proceeding, suit, investigation or enquiry or reference, or made, enacted or proposed any statute, regulation, decision or order, or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything and "intervene" shall be construed accordingly;

(c) "authorisations" means authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, permissions, exemptions and approvals;

(d) "publicly announced" means disclosed in the annual report and accounts of ebookers for the year ended 31 December 2003 or otherwise announced on or before the date hereof by ebookers by the delivery of an announcement to a Regulatory Information Service; and

(e) "the Wider ebookers Group" means ebookers and its subsidiary undertakings, associated undertakings and any other undertakings in which ebookers and such undertakings (aggregating their interests) have a substantial interest and "the Wider Cendant Group" means Cendant and its subsidiary undertakings, associated undertakings and any other undertaking in which Cendant and such undertakings (aggregating their interests) have a substantial interest and, for these purposes, "subsidiary undertaking", "associated undertaking" and "undertaking" have the meanings given by the Companies Act (but for this purpose ignoring paragraph 20(1)(b) of Schedule 4A to the Companies Act) and "substantial interest" means a direct or indirect interest in 20 per cent. or more of the equity capital of an undertaking.

Subject to the requirements of the Panel, Cendant Bidco reserves the right to waive all or any of the above Conditions, in whole or in part, except Conditions (a), (b) and (c). The Acquisition will lapse and the Scheme will not proceed unless all the above Conditions are fulfilled or (if capable of waiver) waived or, where appropriate, determined by Cendant Bidco to have been satisfied or to remain satisfied prior to the Scheme being sanctioned by the Court. Cendant Bidco shall be under no obligation to waive or treat as fulfilled any of Conditions (d) to (m) above inclusive by a date earlier than the date specified above for the fulfilment thereof notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

Cendant Bidco reserves the right to elect to implement the Acquisition by way of a takeover offer (as defined in section 428 of the Companies Act). In such event, such offer will be implemented on the same terms (subject to appropriate amendments, including (without limitation) an acceptance condition set at ninety per cent. of the shares to which such offer relates), so far as applicable, as those which would apply to the Scheme.

If Cendant Bidco is required by the Panel to make an offer for ebookers Shares under the provisions of Rule 9 of the Code, Cendant Bidco may make such alterations to any of the above conditions as are necessary to comply with the provisions of that Rule.

The Scheme will not proceed if the European Commission initiates proceedings under Article 6(1)(c) of Council Regulation (EC) 139/2004 or the Acquisition is referred to the Competition Commission before the date of the Court Meeting.

The Scheme will be governed by English law and be subject to the jurisdiction of the English courts, to the conditions set out above and the further terms set out below and to be set out in the formal Scheme Document and related Forms of Proxy.

The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

SCHEDULE III

RESTRICTED ACTIONS

1. Save where required by the ebookers Share Option Scheme, the Dhamija Option Agreement, the Sampler Option Agreement, the Cochrane Option Agreement or the Talwar Option Agreement, the variation, creation, increase, reorganisation, consolidation, subdivision, conversion, reduction, redemption, repurchase, redesignation or other alteration of the authorised or issued share or loan capital of ebookers or any Affiliate thereof or the variation, modification, abrogation or grant of any rights attaching to any such share or loan capital.
2. The convening of any general meeting of ebookers other than the Court Meeting and the Extraordinary General Meeting.
3. Save where required by the ebookers Share Option Scheme, the Dhamija Option Agreement, the Sampler Option Agreement, the Cochrane Option Agreement or the Talwar Option Agreement, the entry into or creation by ebookers or any Affiliate thereof of any agreement, arrangement or obligation requiring the creation, allotment, issue, transfer, redemption or repayment of, or the grant to a person of the right (conditional or not) to require the creation, allotment, issue, transfer, redemption or repayment of, any shares in the capital of ebookers or any Affiliate thereof (including, without limitation, an option or right of pre-emption or conversion).
4. The reduction, capitalisation, repayment or distribution of any amount standing to the credit of the share capital, share premium account, capital redemption reserve or any other reserve of ebookers or any Affiliate thereof, or the reduction of any uncalled liability in respect of partly paid shares of ebookers or any Affiliate thereof.
5. The alteration of the memorandum or articles of association or other applicable constitutional document of ebookers or any Affiliate thereof.
6. The recommendation, declaration or making of any dividend or other distribution of profits, assets or reserves other than by wholly owned subsidiaries of ebookers.
7. Any response to the taking of steps by the creditors of ebookers or any Affiliate thereof to liquidate it.
8. The removal or appointment of the auditors or any legal or tax advisers to ebookers or any Affiliate thereof.
9. The disposal or acquisition by any means (including, without limitation, by lease or licence) by ebookers or any Affiliate thereof of any business, going concern or product line.
10. Disposals by any means (including, without limitation, by lease or licence) by ebookers or any Affiliate thereof of:
 - (i) any asset or assets (other than assets referred to in paragraph 9 above) with an aggregate value of (pound)100,000 or more (based on lower of market and net book value); or
 - (ii) any interest in real property.
11. Acquisitions by any means (including, without limitation, by lease or licence) by ebookers or any Affiliate thereof of
 - (i) any asset (other than assets referred to in paragraph 9 above) with a value of (pound)100,000 or more (based on lower of market and net book value); or
 - (ii) any interest in real property.
12. The transfer by any means of any or all of the shares in any Affiliate of ebookers.
13. The alteration of the accounting reference date of ebookers or any Affiliate thereof or the alteration of the accounting policies or practices of ebookers or any Affiliate thereof except as required by law or to comply with a new applicable accounting standard.

14. The entry into, amendment, variation, supplement or termination of any agreement or arrangement which is material in the context of either the business of the ebookers Group taken as a whole or the implementation of the Acquisition, including, without limitation, any agreement or arrangement which (i) confers exclusive rights or obligations of any nature whatsoever on any party and involves expenditure on the part of ebookers or any Affiliate thereof of (pound)50,000 or more or has a term of three months or more (ii) relates to the provision of business process outsourcing services or the supply of travel-related services and products (including, without limitation, air transportation, hotel accommodation, car hire, travel-related insurance products, cruises and tour packages) and involves expenditure on the part of ebookers or any Affiliate thereof of (pound)50,000 or more or has a term of three months or more, (iii) is not terminable by ebookers or any other relevant member of the ebookers Group on 90 days' notice or less without the payment of any penalty, (iv) involves expenditure on the part of ebookers or any Affiliate thereof of (pound)100,000 or more, or (v) relates in any way to arrangements or relationships between ebookers and/or any other member of the ebookers Group and a global distribution system or customer reservation system.
15. Material capital expenditure of ebookers or any Affiliate thereof, treating the entering into by ebookers or any Affiliate thereof of any lease, licence or similar obligation as capital expenditure. For the purposes hereof, capital expenditure of (pound)100,000 or more shall be deemed to be material.
16. The creation, otherwise than by operation of law, of any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or other type of agreement or arrangement having similar effect over any uncalled capital of, or any other asset of, ebookers or any Affiliate thereof or the giving of any guarantee, indemnity or security, or the entry into of any agreement or arrangement having a similar effect by ebookers or any Affiliate thereof or the assumption, otherwise than by operation of law, by ebookers or any Affiliate thereof of any liability, whether actual or contingent, in respect of any obligation of any person.
17. ebookers or any Affiliate thereof incurring, or the entry by ebookers or any Affiliate thereof into any agreement or facility to obtain, any borrowing, advance, credit or finance or any other indebtedness or liability in the nature of borrowing.
18. Any variation in the terms or manner in which Tecnovate eSolutions Limited conducts its business process outsourcing business in any jurisdiction.
19. The incorporation, commencement or development of any new business process outsourcing business by ebookers or any Affiliate thereof (other than Tecnovate eSolutions Limited).
20. The entry into, termination or variation of any employment or consultancy agreement or arrangement, in respect of which annual payments of basic salary or consultancy fees exceed (pound)30,000, including, without limitation, any variation of the remuneration or other benefits under such agreement or arrangement.
21. The entry by ebookers or any Affiliate thereof into any agreement or binding commitment to do any of the actions described in this Schedule III.
22. The making by or on behalf of ebookers or any Affiliate thereof of an announcement in relation to any of the actions described in this Schedule III or in relation to a proposal to take any such action.

SCHEDULE IV

TIMETABLE

Date	Action
D-28	Announcement released
D-12	Issue Application for permission to convene Court Meeting
D-8	Swearing and filing of affidavit exhibiting Circular
D-5	Hearing of application for permission to convene Court Meeting
D	Circular posted
D+23/D+24	Court Meeting and Extraordinary General Meeting Presentation of Petition applying for Court Orders
D+32	Application for directions
D+35	Advertising
D+49	Court Hearing (depending on Clearances)
D+50	Effective Date
D+71	Advertise reduction

Notes:

1. The parties recognise that the Timetable will be affected by the occurrence of non-Business Days and the availability of the Court and its staff.
2. The parties recognise that the Timetable may be affected by the requirement to obtain Clearances.
3. The parties will discuss the timing of the matters to occur following the Court Meeting and Extraordinary General Meeting in the light of progress towards obtaining Clearances.

SCHEDULE V

DHAMIJA COMPROMISE AGREEMENT

WITHOUT PREJUDICE
AND SUBJECT TO CONTRACT

DATED 200_

- (1) EBOOKERS PLC
and
- (2) DINESH DHAMIJA

COMPROMISE AGREEMENT

Russell House
1550 Parkway
Solent Business Park
Whiteley Fareham
Hampshire PO15 7AG
Tel: 08700 866800
Fax: 08700 866801
E-Mail: solent@shoosmiths.co.uk
Ref. HJD

THIS AGREEMENT is made the _____ day of _____ 200_ between:--

1. ebookers Plc (registered no: 3818962) whose registered office is at 25 Farringdon Street, London EC4A 4AB ("the Company"); and

2. Dinesh Dhamija of ("the Employee").

RECITALS

- (A) The Employee is employed by the Company under the terms of a Service Agreement dated 2 October 2002 ("the Service Agreement");
- (B) The Company is entering into this Agreement for itself and as agent for all Group Companies and is duly authorised on their behalf. "Group Companies" means any company which is for the time being a subsidiary or a holding company of the Company or a subsidiary of any such company ("subsidiary" and "holding company" shall have the meaning set out in section 736 of the Companies Act 1985 as amended).
- (C) The Employee has received independent legal advice from a relevant independent adviser ("the Adviser") as to the terms and effect of this Agreement.
- (D) The Employee believes that he may have statutory claims or contractual claims against the Company which will arise upon the termination of his employment and therefore he could bring proceedings against the Company or its shareholders, officers or employees for the claims particularised in clause 7.1.

IT IS AGREED as follows:

1. TERMINATION OF EMPLOYMENT

The Employee's employment with the Company will terminate on [insert date] ("the Termination Date") by reason of mutual agreement.

2. PAYMENT OF SALARY AND BENEFITS UNTIL TERMINATION DATE

2.1 The Company will pay the Employee his normal remuneration and benefits until the Termination Date (less such sums as the Company is obliged by law to deduct by way of tax and National Insurance) or other social security contribution.

2.2 On or before the Termination Date the Company will pay the Employee in lieu of accrued but untaken holiday (less such sums as the Company is obliged by law to deduct by way of tax and National Insurance or other social security contribution).

3. COMPENSATION FOR LOSS OF EMPLOYMENT AND PAYMENT IN LIEU OF NOTICE

3.1 The Company shall within 14 days of the Termination Date or the date of this Agreement if later (provided that the Employee has returned to the Company a copy of this Agreement signed by him and the Adviser) pay to the Employee the sum of (pound)361,000 in lieu of the Employee's contractual notice period, less such sums as the Company is obliged by law to deduct by way of tax and National Insurance.

4. TAX INDEMNITY

4.1 The Employee shall be responsible for any tax which the Inland Revenue or other authority may require to be paid in respect of the Severance Payment and the Employee agrees to indemnify and keep indemnified the Company against any demand for payment of tax, National Insurance or other social security contributions, interest, fines or penalties thereon which the Company may receive.

5. COMPANY PROPERTY

5.1 The Employee warrants that on or before the the Termination Date or the date of this Agreement, if later, he will return to the Company all keys, electronic passes, documents, recordings, photographs, laptop computer, computer hardware, computer discs, microfiches, mobile telephone, Company credit card, Company car and any other property belonging to the Company including any copies thereof. The Employee warrants that he has not made or retained copies of or

extracts from documents or any notes of or information relating to the business of the Company, caused others to do so or distributed the same to persons other than those authorised by the Company to be in possession of such documents.

6. EXPENSES

6.1 The Company will reimburse the Employee for all expenses reasonably and properly incurred and accounted for in connection with the Employee's employment up to the Termination Date provided that the Company receives the appropriate receipts or invoices within 7 days of the Termination Date.

7. FULL AND FINAL SETTLEMENT AND WAIVER OF CLAIMS

7.1 The Employee accepts the terms of this Agreement and the Severance Payment in full and final settlement of all and any claims, whether under contract, at Common Law, under statute or pursuant to European Community Law which the Employee has, or may have, against the Company, its officers, employees and ex-employees arising directly or indirectly from the Employee's employment by the Company or its termination including the following claims (but excluding any claim for accrued pension rights) which have been raised by the Employee with the Adviser:

- (i) any claim for unpaid salary, bonuses, commission, overtime, holiday pay, sick pay or reimbursement of expenses;
- (ii) any claim for damages for breach of contract however arising;
- (iii) any claim for unfair dismissal or a redundancy payment or any other termination payment;
- (iv) any claim for unlawful deduction of wages or any other claim under the Employment Rights Act 1996;

7.2 The Employee warrants that he has raised any and all claims that he has or may be entitled to make against the Company in respect of his employment and its termination, whether contractual, statutory or otherwise and that they are fully particularised in clause 7.1 and that other than the claims listed he warrants that he has no further claims or potential claims against the Company.

7.3 The Employee warrants that he has not already instituted a claim or claims against the Company.

7.4 The Company enters into this Agreement in reliance on the warranties given by the Employee in clause 7. The Employee acknowledges that in the event of any proceedings being commenced by him in respect of any claims referred to in paragraph 7.1 the Severance Payment shall be repaid to the Company and shall be recoverable as a debt from the Employee.

7.5 The Employee warrants that he has provided the Adviser with all available information which the Adviser requires or may require in order to advise whether he has any such claims.

7.6 The Employee warrants that on the date of this Agreement he is not aware of any conditions, illness or injury that may give rise to a personal injury claim against the Company.

8. EMPLOYEE'S INDEPENDENT LEGAL ADVICE

8.1 The Employee warrants that he has before signing this Agreement taken advice from _____ of _____ ("the Adviser") on the terms and effect of this Agreement and in particular its effect on his ability to pursue a complaint before an Employment Tribunal, the County Court or High Court.

8.2 It is a condition of this Agreement that the Adviser provides the Certificate annexed to this Agreement at Schedule 1.

9. CONFIDENTIALITY

The Employee acknowledges and agrees that he continues to be bound by:-

9.1 His implied duties of confidentiality in respect of Confidential Information; and

9.2 The provisions of the express confidentiality and post termination obligations contained in clause 5, 8 and 21 of the Service Agreement.

9.3 For the purposes of this Agreement "Confidential Information" shall mean any information relating to the Company or the business, prospective business, technical processes, computer software, intellectual property rights or finances of the Company including without limitation details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with the customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of the Company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret processes, designs, formulae and product lines, which comes into the Employee's possession by virtue of his/her employment, and any other information which the Company could reasonably be expected to regard as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential" and any and or information which has been or may be derived or obtained from any such information.

9.4 The Employee agrees not to make any statements to the press or other media in connection with the Company or any Group Company or the termination of his employment or this Agreement.

9.5 The Employee agrees not to make, or cause to be made, any derogatory or critical or disparaging remarks, comments or statements (whether orally or in writing) about the Company, its suppliers, customers, clients, investors or advisers, its shareholders, officers or employees.

9.6 The Employee agrees that he will not disclose the fact or contents of this Compromise Agreement without the prior written consent of the Company except to his partner, professional advisers, the Inland Revenue or as otherwise required by law and that he will otherwise make no statement to any person or body relating to the termination of his employment nor any statement of any kind which is calculated or likely to diminish the reputation of the Company or any Group Company, its or their officers and employees.

10. RESIGNATION FROM OFFICE

On signing this Agreement the Employee will provide to the Company his written resignation from the office(s) that he holds with the Company in the form attached at Schedule 2 with effect from the Termination Date and shall execute such documents and do such other things as are necessary to give effect to such resignation.

11. LEGAL & OTHER ASSISTANCE

11.1 The Employee agrees that he will, at the request of the Company, provide the Company and/or any Group Company with such assistance as it or they may reasonably require in the conduct of any legal proceedings, investigation or enquiry in respect of which the Company or its advisers believe that the Employee may be of assistance.

11.2 If the Employee is required to provide assistance to the Company and/or any Group Company, in accordance with paragraph 11.1 the Company will reimburse the Employee for any reasonable expenses which the Employee may incur and which are evidenced by appropriate receipts or invoices.

12. EMPLOYMENT LEGISLATION

The Company and the Employee confirm that this Agreement satisfies the conditions regulating compromise agreements and compromise contracts under Section 203(3) Employment Rights Act 1996, Section 77(4A) Sex Discrimination Act 1975, Section 72 (4A) Race Relations Act 1976, Section 288 (2B) Trade Union and Labour Relations (Consolidation) Act 1992, Section 9(3) Disability Discrimination Act 1995, Section 35(3) Working Time Regulations 1998 and Section 49(4) National Minimum Wage Act 1998, (together referred to as "the Acts").

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales and any dispute is subject to the exclusive jurisdiction of the Courts and Tribunals of England and Wales.

Any Group Company, subject at all times to the provision of the Contracts (Rights of Third Parties) Act 1999, may enforce the terms set out in this Agreement.

This Agreement although marked "without prejudice" will upon signature by all parties be treated as an open document evidencing an agreement binding on the parties.

SIGNED by
For and on behalf of ebookers Plc
in the presence of:

SIGNED by Dinesh Dhamija)
in the presence of:

SCHEDULE 1

Adviser's Certificate

I confirm that:

1. I am a relevant independent adviser within the meaning of the Acts as defined in clause 12 of this Agreement.
2. I have advised the Employee of the terms and effect of this Agreement and in particular its affect on his abilities to pursue a claim before an Employment Tribunal.
3. There is in force a contract of insurance or indemnity provided for members of a professional body covering the risk of a claim by the Employee in respect of loss arising in consequences of my advice.

Signed:

Name:

[IN CAPITALS]

Capacity:

(eg. Solicitor, Barrister, Advocate, Authorised litigator, Officer of Trade Union, Authorised Advice Centre Worker)

Signed:

THE EMPLOYEE

SCHEDULE 2

To the Company Secretary of ebookers Plc

[Termination Date]

Dear Company Secretary

RESIGNATION AS DIRECTOR

I hereby confirm my resignation as a Director of ebookers Plc ("the Company")
to take effect from [Termination Date].

I confirm that I have no claim whatsoever against the Company as a Director
either under Common Law or Statute or otherwise howsoever arising from my
resignation of this office.

Yours sincerely

.....
[Name of Employee]

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (b) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (c) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (d) I have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months from the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise;

- (i) to do any of the acts referred to in paragraphs (a) or (b);
- (ii) in relation to, or operating by reference to, any Further ebookers Shares; or
- (iii) which, in relation to any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part A of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 18 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (b) I shall accept any proposal made by Cendant to holders of options over ebookers shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part A of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (c) I shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions; and

- (b) I shall exercise the rights attaching to any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.
7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.
8. A Relevant Resolution means:
- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:
- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).
10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.
11. I undertake to enter into a compromise agreement with ebookers in or substantially in the form set out in Appendix II hereto prior to the Scheme becoming effective, such agreement to be conditional on the Scheme becoming effective or the Offer, if made, being declared unconditional in all respects.

Secrecy

12. I shall keep secret:
- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

13. I understand that the information you have given to me in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

14. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

15. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

16. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

17. I acknowledge that nothing in this letter obliges Cendant to agree to the despatch of the Circular or the despatch of the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

18. Subject to paragraph 19, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

19. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or

- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

20. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40% per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

21. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or fails to become effective or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of

directors of ebookers as are necessary to give effect to the Offer;

- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers's business;
- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
 - (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares, save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement);
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, subject to ebookers entering into a compromise agreement with me in or substantially in the form set out in Appendix II hereto, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
 - (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
 - (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;

(v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija, Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement as the case may be.

22. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

23. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

24. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

25. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

26. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept the Offer in accordance with paragraphs 5(a) or 5(b) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

27. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

28. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

29. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

30. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE 1

EXISTING SHARES

PART A - Rights to acquire Offeree securities (including options)

Holder	Type of securities	
Dinesh Dhamija	Option over such number of ebookers Shares as represents (on the day prior to the date of exercise) 5% of the ordinary share capital of the Company. (per option agreement dated 2 October 2002)	Ordinary Shares of 14p each
Dinesh Dhamija	Option over 87,336 ebookers Shares granted 29 January 2003	Ordinary Shares of 14p each

PART B - Dealings

10 May 2004 Waiver of Options over 262,008 Ordinary Shares granted 29 January 2003.

APPENDIX I

Scheme Press Announcement

APPENDIX II

Compromise Agreement

SIGNED and DELIVERED as a DEED by Dinesh Dhamija

Yours faithfully,

Signature.....

Name.....

in the presence of:

Signature of witness:.....

Name

Address

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). We understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which we will exercise the votes attaching to the shares in ebookers of which we are custodian in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. We represent and warrant to Cendant that:
 - (a) as at the date of this letter, we are the registered holder of the number of ordinary shares of 14p each in the capital of ebookers and the number of American Depositary Shares (each representing two ordinary shares of 14p each in the capital of ebookers) shown in Part A of Schedule 1 (the ebookers Shares);
 - (b) during the period of our custody of the ebookers Shares we have not entered into any lien, charge, option, equity or encumbrance in relation to the ebookers Shares;
 - (c) the information set out in Schedule 1 regarding the securities of ebookers in our custody is complete and accurate as at the date of this letter;
 - (d) we have full power and authority to enter into this undertaking;
 - (e) we have entered into this undertaking in accordance with the instruction received from the beneficial owner of the ebookers Shares (the "Beneficial Owner") dated 2 December 2004 (the "Instruction").

Dealings

2. We undertake to Cendant that, unless otherwise directed by the Beneficial Owner and subject to the Beneficial Owner's compliance in full with the undertakings and other provisions contained in the Instruction, before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months from the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, we shall not:

- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of the ebookers Shares other than pursuant to the Scheme, or our acceptance of the Offer, if made;
- (b) accept any other offer in respect of the ebookers Shares; or
- (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement to do any of the acts referred to in paragraphs (a) or (b);

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, unless otherwise directed by the Beneficial Owner and subject to the Beneficial Owner's compliance in full with the undertakings and other provisions contained in the Instruction, we undertake to Cendant to attend, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise the votes attaching to the ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of the Beneficial Owner on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, unless otherwise directed by the Beneficial Owner and subject to the Beneficial Owner's compliance in full with the undertakings and other provisions contained in the Instruction, we undertake that if an Offer is made:

- (a) we shall accept the Offer in respect of the ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders; and
- (b) we shall not withdraw any acceptances of the Offer.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn, unless otherwise directed by the Beneficial Owner and subject to the Beneficial Owner's compliance in full with the undertakings and other provisions contained in the Instruction:

- (a) we shall exercise the votes attaching to the ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with the Beneficial Owner's directions; and
- (b) we shall exercise the rights attaching to the ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with the Beneficial Owner's directions.

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, unless otherwise directed by the Beneficial Owner and subject to the Beneficial Owner's compliance in full with the undertakings and other provisions contained in the Instruction, we shall execute any form of proxy required by the Beneficial Owner appointing any person nominated by the Beneficial Owner to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and

- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. We consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to us substantially in the form and context in which they appear in the attached draft. We further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to us substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. We shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. We shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. We shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that we may disclose the same to the Beneficial Owner and its advisers. The obligations in this paragraph shall survive termination of this undertaking.

12. We understand that the information you have given to us in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time we will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period

originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. We acknowledge that nothing in this letter obliges Cendant to agree to the despatch of the Circular or despatch of the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses we shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Confirmation

20. We confirm that in signing this letter we are not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant

in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. We confirm that we have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Specific Performance

21. We agree that, if we fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of our obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

22. This undertaking shall be governed by and construed in accordance with English law and we submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

Schedule 1

Existing Shares

Part A - Registered Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	ebookers Shares of 14p each
Goldman Sachs Securities (Nominees), Limited A/C SEG	Flightbookers Investments Limited	26,414,136 ebookers Shares and 285,782 American Depositary Shares (representing 571,564 ebookers Shares of 14p each)

APPENDIX I

Scheme Press Announcement

EXECUTED and DELIVERED)
as a DEED by GOLDMAN SACHS)
SECURITIES (NOMINEES), LIMITED)
A/C SEG acting by two directors/a)
director and the secretary:)

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

1 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). We understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which we will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which we have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. We represent and warrant to Cendant that:
 - (a) Goldman Sachs Securities Nominees Limited is the registered holder of the number of ordinary shares of 14p each in the capital of ebookers and the number of American Depositary Shares (each representing two ordinary shares of 14p each in the capital of ebookers) shown in Part A of Schedule 1;
 - (b) we are the beneficial owner of the number of ordinary shares of 14p each in the capital of ebookers and the number of American Depositary Shares (each representing two ordinary shares of 14p each in the capital of ebookers) shown in Part A of Schedule 1 (the Beneficial Shares) and that we hold these free of any lien, charge, option, equity or encumbrance;
 - (c) the information set out in Schedule 1 regarding the securities of ebookers in which we are interested is complete and accurate;
 - (d) Schedule 1 contains complete and accurate details of the dates of all dealings by us in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (e) we have full power and authority to enter into this undertaking and to perform the obligations under it.

Dealings

2. We undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months from the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, we shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Beneficial Shares or any other shares or securities in ebookers issued or unconditionally allotted to us or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or our acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);

- (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
- (i) to do any of the acts referred to in paragraphs (a) or (b);
 - (ii) in relation to, or operating by reference to, the Beneficial Shares or any Further ebookers Shares; or
 - (iii) which, in relation to the Beneficial Shares or any Further ebookers Shares, would or might restrict or impede us voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, we undertake to Cendant, or, in the case of the Beneficial Shares, procure the attendance of the registered holder thereof, to attend (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the Beneficial Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, we undertake that if an Offer is made:

- (a) we shall cause the registered holder of the Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) we shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date we become the registered holder of any Further ebookers Shares;
- (c) we shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire the Beneficial Shares and any Further ebookers Shares from us free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) we shall exercise the votes attaching to any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions;
- (b) we shall exercise the rights attaching to any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions; and
- (c) we shall cause the registered holder of any Beneficial Shares to comply with paragraphs 6(a) and 6(b).

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, we shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. We consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to us substantially in the form and context in which they appear in the attached draft. We further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to us substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and our holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. We shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. We shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. We shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that we may disclose the same to ebookers and its advisers in which case we will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. We understand that the information you have given to us in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time we will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. We acknowledge that nothing in this letter obliges Cendant to agree to the despatch of the Circular or despatch of the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses we shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the

Code to proceed with the Offer; or

- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as the Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Confirmation

20. We confirm that in signing this letter we are not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. We confirm that we have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

21. In order to secure the performance of our obligations under this undertaking, we hereby unconditionally and irrevocably appoint any director of Cendant as our attorney:

- (a) if we fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a) or 5(b) or if we fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in our name and on our behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Beneficial Shares and any Further ebookers Shares (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

22. We agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Specific Performance

23. We agree that, if we fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of our obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

24. This undertaking shall be governed by and construed in accordance with English law and we submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

Schedule 1

Existing Shares

Part A - Beneficial Holdings of ebookers Shares

Registered Holder -----	Beneficial Owner -----	Ordinary Shares of 14p each -----
Goldman Sachs Securities Nominees Limited A/C SEG	Flightbookers Investments Limited	26,985,700 ebookers Shares (including 285,782 American Depositary Shares)

Part B - Dealings

Nil

APPENDIX I

Scheme Press Announcement

EXECUTED and DELIVERED)
as a DEED by DAN BURT)
as attorney for FLIGHTBOOKERS)
INVESTMENTS LIMITED)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 14p each in the capital of ebookers shown in Part A of Schedule 1 (the ebookers Shares) and that I hold these free of any lien, charge, option, equity or encumbrance;
 - (b) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (c) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (d) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of the ebookers Shares.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any ebookers Shares or any other shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to

be entered into or incur any obligation or permit any obligation to arise:

- (i) to do any of the acts referred to in paragraphs (a) or (b);
- (ii) in relation to, or operating by reference to, the ebookers Shares or any Further ebookers Shares; or
- (iii) which, in relation to the ebookers Shares or any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part C of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the ebookers Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of the ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (c) I shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire the ebookers Shares and any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to my ebookers Shares and any Further ebookers Shares on a Relevant Resolution (as defined in

paragraph 8) only in accordance with Cendant's directions; and

- (b) I shall exercise the rights attaching to my ebookers Shares and any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to despatch the Circular or the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 19, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or fails to become effective or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;
- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may

reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;

- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
 - (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
 - (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
 - (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija, Mr Talwar, Mr Cochrane and Mr Sampler, as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement

and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a) or 5(b) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the ebookers Shares, any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided

or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE I

EXISTING SHARES

PART A - Registered Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	Ordinary Shares of 14p each
David Gill		1,189

PART B - Rights to acquire ebookers securities (including options)

Under the terms of D Gill's letter of Appointment dated 7 April 2003, Ordinary Shares of 14p each to the value of (pound)3,250 would be subscribed for by him on the third working day after the release to the market of the Company's Annual results. The number of the shares at the point of subscription is to be calculated at the average quoted share price over 2004.

Under the terms of D Gill's Letter of Appointment dated 13 October 2004, he is entitled to subscribe for 5,000 Ordinary Shares of 14p each in two tranches of 2,500 on the first and second anniversaries of the effective date of his appointment, being 1 July 2004. If the appointment is terminated the entitlement to receive Shares will lapse, except that if the Company terminates the appointment the issue of Shares will be pro-rated to the date of termination.

PART C - Dealings

2 April 2004: As above - allotment of 1,189 Ordinary Shares of 14p each in accordance with Letter of Appointment.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by DAVID GILL)
in the presence of:)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). We understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which we will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which we have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. We represent and warrant to Cendant that:
 - (a) we are the registered holder of the number of ordinary shares of 14p each in the capital of ebookers shown in Part A of Schedule 1 (the ebookers Shares) and that we hold these free of any lien, charge, option, equity or encumbrance;
 - (b) the information set out in Schedule 1 regarding the securities of ebookers in which we are interested is complete and accurate;
 - (c) Schedule 1 contains complete and accurate details of the dates of all dealings by us in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (d) we have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of the ebookers Shares.

Dealings

2. We undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, we shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any ebookers Shares or any other shares or securities in ebookers issued or unconditionally allotted to us or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or our acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise;

- (i) to do any of the acts referred to in paragraphs (a) or (b);
- (ii) in relation to, or operating by reference to, the ebookers Shares or any Further ebookers Shares; or
- (iii) which, in relation to the ebookers Shares or any Further ebookers Shares, would or might restrict or impede us voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, we undertake to Cendant to attend, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the ebookers Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, we undertake that if an Offer is made:

- (a) we shall accept the Offer in respect of the ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) we shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date we become the registered holder of the Further ebookers Shares;
- (c) We shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire the ebookers Shares and any Further ebookers Shares from us free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) we shall exercise the votes attaching to the ebookers Shares and any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions; and
- (b) we shall exercise the rights attaching to the ebookers Shares and any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a

Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, we shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. We consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to us substantially in the form and context in which they appear in the attached draft. We further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to us substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and our holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. We shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. We shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. We shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that we may disclose the same to ebookers and its advisers in which case we will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. We understand that the information you have given to us in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time we will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and

Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. We acknowledge that nothing in this letter obliges Cendant to agree to the despatch of the Circular or the despatch of the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses we shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional

upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Confirmation

20. We confirm that in signing this letter we are not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. We confirm that we have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

21. In order to secure the performance of our obligations under this undertaking, we hereby unconditionally and irrevocably appoint any director of Cendant as our attorney:

- (a) if we fail to accept the Offer in accordance with paragraphs 5(a) or 5(b) or if we fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in our name and on our behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the ebookers Shares and any Further ebookers Shares (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

22. We agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Specific Performance

23. We agree that, if we fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of our obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

24. This undertaking shall be governed by and construed in accordance with English law and we submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE I

EXISTING SHARES

PART A - Registered Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	Ordinary Shares of 14p each
James Capel Nominees Ltd	Mr J.S. and Mrs A.E. Donaldson	14,250

PART B - Dealings

Nil

APPENDIX I

Scheme Press Announcement

EXECUTED and DELIVERED)
as a DEED by JAMES CAPEL)
NOMINEES LTD acting by)
two directors/a director and the secretary:)

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) I am the registered holder of the number of ordinary shares of 14p each in the capital of ebookers shown in Part A of Schedule 1 (the ebookers Shares) and that I hold these free of any lien, charge, option, equity or encumbrance;
 - (b) I am the beneficial owner of the number of ordinary shares of 14p each in the capital of ebookers shown in Part B of Schedule 1 (the Beneficial Shares) and that I hold these free of any lien, charge, option, equity or encumbrance;
 - (c) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (d) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (e) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (f) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of the ebookers Shares.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any ebookers Shares or any Beneficial Shares or any other shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the

Offer, if made;

- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs (a) or (b);
 - (ii) in relation to, or operating by reference to, the ebookers Shares, the Beneficial Shares or any Further ebookers Shares; or
 - (iii) which, in relation to the ebookers Shares, the Beneficial Shares or any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part C of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend, or, in the case of the Beneficial Shares, procure the attendance of the registered holder thereof, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the ebookers Shares, the Beneficial Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of the ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) I shall cause the registered holder of the Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the Offer Document not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (c) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further ebookers Shares;

- (d) I shall accept any proposal made by Cendant to holders of options over ebookers shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part C of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (e) I shall not withdraw any acceptances of the Offer and will cause the registered holder of any Beneficial Shares not to do so; and
- (f) Cendant shall acquire the ebookers Shares, the Beneficial Shares and any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

- 6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:
 - (a) I shall exercise the votes attaching to my ebookers Shares and any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions;
 - (b) I shall exercise the rights attaching to my ebookers Shares and any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions;
 - (c) I shall cause the registered holder of any Beneficial Shares to comply with paragraphs 6(a) and 6(b).
- 7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.
- 8. A Relevant Resolution means:
 - (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
 - (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
 - (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

- 9. I consent to:
 - (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
 - (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular)

and the Offer Document, if any, and any other related or ancillary document as required by the Code; and

- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to despatch

the Circular or the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;

- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or fails to become effective or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;
- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;
- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
- (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
- (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,
- unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision;
- (n) give notice to:
- (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in

accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;

- (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
- (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
- (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
- (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija, Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of

Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a), 5(b) or 5(c) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the ebookers Shares, the Beneficial Shares, any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE 1

EXISTING SHARES

PART A - Registered Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	Ordinary Shares of 14p each
John Donaldson		2,910

PART B - Beneficial Holdings of ebookers Shares

Registered Holder	Beneficial Owner	Ordinary Shares of 14p each
James Capel Nominees Ltd	Mr J.S. and Mrs A.E. Donaldson	14,250

PART C - Rights to acquire ebookers securities (including options)

Under the terms of J Donaldson's letter of Appointment dated 24 July 2002, Ordinary Shares of 14p each to the value of (pound)3,250 would be subscribed for by him. The number of the shares at the point of subscription is to be calculated at the average quoted share price over 2004.

Under the terms of J Donaldson's Letter of Appointment dated 15 October 2004, he is entitled to subscribe for 5,000 Ordinary Shares of 14p each in two tranches of 2,500 on the first and second anniversaries of the effective date of his appointment, being 1 July 2004. If the appointment is terminated the entitlement to receive Shares will lapse, except that if the Company terminates the appointment the issue of Shares will be pro-rated to the date of termination.

PART D - Dealings

2 April 2004: As above - allotment of 1,613 Ordinary Shares of 14p each in accordance with Letter of Appointment.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by JOHN DONALDSON)
in the presence of:)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (b) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (c) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (d) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of any securities of ebookers held by me.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs (a) or (b);

- (ii) in relation to, or operating by reference to, any Further ebookers Shares; or
- (iii) which, in relation to any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part A of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (b) I shall accept any proposal made by Cendant to holders of options over ebookers shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part A of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (c) I shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions; and

(b) I shall exercise the rights attaching to any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to

the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to despatch the Circular or the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;
- (i) upon receiving reasonable prior notice, provide such management

information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;

- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
- (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
- (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,
- unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
- (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr

Dhamija, Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a) or 5(b) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a

director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

Schedule 1

Existing Shares

Part A - Rights to acquire ebookers securities (including options)

Holder	Type of securities
Tani Dhamija	Option over 64,046 ebookers Shares granted 29 January 2003.

Under the terms of T Dhamija's draft Letter of Appointment she would be entitled to subscribe for 5,000 Ordinary Shares of 14p each in two tranches of 2,500 on the first and second anniversaries of the effective date of her appointment, being 1 April 2004. If the appointment is terminated the entitlement to receive Shares would lapse, except that if the Company terminated the appointment the issue of Shares would be pro-rated to the date of termination.

PART B - Dealings

1 April 2004 Waiver of Options over 192,140 Ordinary Shares granted 29 January 2003.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by TANI DHAMIJA)
in the presence of:)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) I am the registered holder and beneficial owner of the number of ordinary shares of 14p each in the capital of ebookers shown in Part A of Schedule 1 (the ebookers Shares) and that I hold these free of any lien, charge, option, equity or encumbrance;
 - (b) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (c) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (d) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (e) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of the ebookers Shares.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any ebookers Shares or any other shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to

arise:

- (i) to do any of the acts referred to in paragraphs (a) or (b);
- (ii) in relation to, or operating by reference to, the ebookers Shares or any Further ebookers Shares; or
- (iii) which, in relation to the ebookers Shares or any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part B of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the ebookers Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of the ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (c) I shall accept any proposal made by Cendant to holders of options over ebookers shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part C of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (d) I shall not withdraw any acceptances of the Offer; and
- (e) Cendant shall acquire the ebookers Shares and any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:
- (a) I shall exercise the votes attaching to my ebookers Shares and any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions; and
 - (b) I shall exercise the rights attaching to my ebookers Shares and any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.
7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.
8. A Relevant Resolution means:
- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
 - (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
 - (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:
- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
 - (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
 - (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).
10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:
- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and

(b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to despatch the Circular or the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;

- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of

ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;

- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;
- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
 - (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
 - (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
 - (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001

will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija and Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a), 5(b) or 5(c) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the ebookers Shares, any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE 1

EXISTING SHARES

PART A - Registered Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	Ordinary Shares of 14p each
Sudhir Choudhrie	-	12,729

PART B - Rights to acquire ebookers securities (including options)

Under the terms of S Choudhrie's letter of Appointment dated 12 July 2002, Ordinary Shares of 14p each to the value of (pound)3,473 would be subscribed for by him. The number of the shares at the point of subscription is to be calculated at the average quoted share price over 2004.

Under the terms of S Choudhrie's Letter of Appointment dated 20 July 2004, he is entitled to subscribe for 5,000 Ordinary Shares of 14p each in two tranches of 2,500 on the first and second anniversaries of the effective date of his appointment, being 15 July 2004. If the appointment is terminated the entitlement to receive Shares will lapse, except that if the Company terminates the appointment the issue of Shares will be pro-rated to the date of termination.

PART C - Dealings

2 April 2004: Allotment of 1,613 Ordinary Shares of 14p each in accordance with Letter of Appointment.

23 June 2004: Exercise of a share option over 2,348 Ordinary Shares of 14p each and allotment to S Choudhrie of those shares.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by SUDHIR CHOUDHRIE)
in the presence of:)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (b) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (c) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (d) I have full power and authority to enter into this undertaking, to perform the obligations under it and to accept the Offer (if made) in respect of any securities of ebookers held by me.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;
 - (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
 - (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs (a) or (b);

- (ii) in relation to, or operating by reference to, any Further ebookers Shares; or
- (iii) which, in relation to any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part A of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend, (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (b) I shall accept any proposal made by Cendant to holders of options over ebookers shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part A of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (c) I shall not withdraw any acceptances of the Offer; and
- (d) Cendant shall acquire any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions; and

(b) I shall exercise the rights attaching to any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions.

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to

the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to despatch the Circular or the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and
- (b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;
- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;
- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes

of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;

- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
- (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
- (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,
- unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
- (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;
 - (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija, Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as

soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:
- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
 - (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
 - (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).
22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.
23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a) or 5(b) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant Resolution at a general meeting of ebookers.

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

Schedule 1

Existing Shares

Part A - Rights to acquire ebookers securities (including options)

Holder	Type of securities
Michael Healy	Option over 294,118 ebookers Shares granted 4 June 2004.

PART B - Dealings

Grant of Options as above.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by MICHAEL HEALY)
in the presence of:)

Witness - Signature:

Name:

Address:

To: Cendant UK Acquisition Corporation (Cendant)
and Citigroup Global Markets Limited (Citigroup)

2 December 2004

Dear Sirs,

Reference is made to the scheme of arrangement under section 425 of the Companies Act 1985 (the Act) to be proposed by ebookers plc (ebookers) to its members substantially on the terms and conditions set out in the Scheme Press Announcement (as defined in paragraph 9(a) of this letter) (the Scheme). I understand that in the event that for any reason the Scheme does not become effective or is withdrawn or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived as therein provided, Cendant may, within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, is not waived in accordance with its terms, announce through Citigroup an offer to acquire the whole of the issued ordinary share capital of ebookers (an Offer). This letter sets out the terms and conditions on which I will exercise, or procure the exercise of, the votes attaching to the shares in ebookers in which I have an interest in favour of the Scheme at any relevant meeting of the members of ebookers or, if an Offer is made, accept the Offer when it is made.

The terms and conditions of the Scheme will be substantially as set out in the Scheme Press Announcement and, subject thereto, will otherwise be as may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority.

Shareholdings

1. I represent and warrant to Cendant that:
 - (a) Salomon Smith Barney is the registered holder of the number of American Depositary Shares (each representing two ordinary shares of 14p each in the capital of ebookers) shown in Part A of Schedule 1 (the ebookers Shares) and that Salomon Smith Barney hold these free of any lien, charge, option, equity or encumbrance;
 - (b) I am the beneficial owner of the number of ordinary shares of 14p each in the capital of ebookers shown in Part A of Schedule 1 (the Beneficial Shares) and that I hold these free of any lien, charge, option, equity or encumbrance;
 - (c) the information set out in Schedule 1 regarding the securities of ebookers in which I am interested is complete and accurate;
 - (d) Schedule 1 contains complete and accurate details of all options, warrants and other rights I may have to subscribe for, purchase or otherwise acquire any securities of ebookers;
 - (e) Schedule 1 contains complete and accurate details of the dates of all dealings by me in the shares of ebookers, giving details of the prices and numbers of such shares dealt in during the period of 12 months prior to the date hereof; and
 - (f) I have full power and authority to enter into this undertaking, to perform the obligations under it.

Dealings

2. I undertake to Cendant that before the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer, I shall not:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Beneficial Shares or any other shares or securities in ebookers issued or unconditionally allotted to me or otherwise acquired by me before then (Further ebookers Shares) other than pursuant to the Scheme, or my acceptance of the Offer, if made;

- (b) accept any other offer in respect of the shares or securities referred to in paragraph 2(a);
- (c) (other than pursuant to the Scheme or the Offer, if made) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (i) to do any of the acts referred to in paragraphs (a) or (b);
 - (ii) in relation to, or operating by reference to, the Beneficial Shares or any Further ebookers Shares; or
 - (iii) which, in relation to the Beneficial Shares or any Further ebookers Shares, would or might restrict or impede me voting in favour of the Scheme, or accepting the Offer, if made,

and for the avoidance of doubt, references in this paragraph 2(c) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Scheme is withdrawn, if the Offer closes or lapses or if this undertaking ceases to be binding or upon or following any other event; or

- (d) save for the acquisition of any further shares in ebookers on the exercise of options referred to in Part B of Schedule 1, I shall not purchase, sell or otherwise deal in any shares or other securities of ebookers or Cendant or any interest therein (including any derivatives referenced to such securities).

Undertaking to vote in favour of the Scheme

3. In consideration of Cendant agreeing to be bound by the Scheme in the event that the Scheme becomes effective, I undertake to Cendant to attend, or, in the case of the Beneficial Shares, procure the attendance of the registered holder thereof to attend (either in person or by proxy) any meeting of ebookers' shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve the Scheme (the Court Meeting) and any extraordinary general meeting of ebookers convened in order to consider and, if thought fit, approve measures required to implement the Scheme (the EGM) and, from the time the Scheme is announced until the Scheme becomes effective or is withdrawn, will exercise and procure the exercise of the votes attaching to the Beneficial Shares and any Further ebookers Shares in favour of the Scheme at the Court Meeting and in accordance with the directions of Cendant on any Relevant Scheme Resolution.

4. For this purpose, a Relevant Scheme Resolution means any resolution (whether or not amended) which is proposed at the EGM or at any adjournment thereof or at any other general meeting of ebookers, the passing or rejection of which is necessary for the Scheme to become effective whether as a result of any condition of the Scheme or otherwise or which, if passed, would result in any condition of the Scheme not being fulfilled or which might reasonably be expected to impede or frustrate the Scheme in any way. Resolutions to adjourn the Court Meeting or the EGM and a resolution to amend a Relevant Scheme Resolution, shall also be Relevant Scheme Resolutions.

Undertaking to accept the Offer

5. In consideration of Cendant's agreement in paragraph 17 to make the Offer, I undertake that if an Offer is made:

- (a) I shall cause the registered holder of the Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the formal document containing the Offer (the Offer Document) not later than three days after Cendant posts the Offer Document to ebookers shareholders;
- (b) I shall accept the Offer in respect of any Further ebookers Shares in accordance with the procedure for acceptance set out in the Offer Document not later than two days after the date I become the registered holder of the Further ebookers Shares;
- (c) I shall accept any proposal made by Cendant to holders of options over ebookers Shares in compliance with Rule 15 of the City Code on Takeovers and Mergers (the Code) in respect of the options referred to in Part C of Schedule 1 (and any other options in respect of ebookers shares which may be granted to me) not later than seven days after Cendant posts the formal document containing such offer, in each case to the extent that the same have not lapsed or been exercised;
- (d) I shall not withdraw any acceptances of the Offer and will cause the

registered holder of the Beneficial Shares not to do so; and

- (e) Cendant shall acquire the Beneficial Shares and any Further ebookers Shares from me free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares including the right to all dividends declared or paid after the date of this undertaking.

Voting Rights

6. If Cendant announces an Offer, from the time of such announcement to the time the Offer becomes wholly unconditional, lapses or is withdrawn:

- (a) I shall exercise the votes attaching to any Further ebookers Shares on a Relevant Resolution (as defined in paragraph 8) only in accordance with Cendant's directions;
- (b) I shall exercise the rights attaching to any Further ebookers Shares to requisition or join in requisitioning any general or class meeting of ebookers for the purposes of considering a Relevant Resolution and to require ebookers pursuant to section 376 Companies Act 1985 to give notice of such a resolution only in accordance with Cendant's directions; and
- (c) I shall cause the registered holder of any Beneficial Shares to comply with paragraphs 6(a) and 6(b).

7. For the purpose of voting on a Relevant Resolution or a Relevant Scheme Resolution, I shall execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote at the Court Meeting, the EGM or at any other relevant general meeting of ebookers.

8. A Relevant Resolution means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of ebookers, or at an adjourned meeting, the passing of which is necessary to implement the Offer or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
- (b) a resolution to adjourn a general or class meeting of ebookers whose business includes the consideration of a resolution falling within paragraph 8(a); and
- (c) a resolution to amend a resolution falling within paragraph 8(a) or paragraph 8(b).

Documentation

9. I consent to:

- (a) the issue of a press announcement in relation to the Scheme substantially in the form of the draft attached hereto, subject to any amendments that may be agreed between Cendant and ebookers or as may be required to comply with the requirements of any relevant authority (the Scheme Press Announcement) incorporating references (if any) to me substantially in the form and context in which they appear in the attached draft. I further consent to the issue of a press announcement in relation to an Offer (the Offer Press Announcement) in accordance with the requirements of Rule 2.5 of the Code incorporating references (if any) to me substantially in the form and context in which they appear in the Scheme Press Announcement, subject to such amendments as Cendant may deem necessary or appropriate;
- (b) particulars of this irrevocable undertaking and my holdings of the share capital of ebookers (and dealings therein in the last twelve months) and securities convertible into or rights to subscribe for or options in respect of and derivatives referenced to shares in ebookers, being contained in the circular to be issued by ebookers to its shareholders containing, inter alia, the Scheme (the Circular) and the Offer Document, if any, and any other related or ancillary document as required by the Code; and
- (c) this undertaking being available for inspection until the date on which the Scheme becomes effective or, if an Offer is made, the end of the offer period (as defined in the Code).

10. I shall promptly give you all information and any assistance as you may reasonably require for the preparation of the Circular and the Offer Document, if any, and all related and ancillary documents in order to comply

with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body. I shall immediately notify you in writing of any material change in the accuracy or impact of any information previously given to you.

Secrecy

11. I shall keep secret:

- (a) the possibility, terms and conditions of the Scheme and the existence and terms of this undertaking until the Scheme Press Announcement is released; and
- (b) the terms of this undertaking until the Circular is posted,

provided that I may disclose the same to ebookers and its advisers in which case I will procure that they observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

12. I understand that the information you have given to me in relation to the Scheme must be kept confidential until the Scheme Press Announcement is released or the information has otherwise become generally available. Before this time I will not base any behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000 (the FSMA) and the Code of Market Conduct made pursuant to the FSMA) which would amount to market abuse for the purposes of section 118 of the FSMA on the information.

Interpretation

13. All references in this undertaking to the Offer shall mean any offer that may be announced on behalf of Cendant to acquire all of the issued ordinary share capital of ebookers within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived in accordance with its terms, provided that the terms of such offer are, in the opinion of Citigroup, no less favourable to acceptors than the financial consequences for them of the Scheme becoming effective, or on such other terms as may be agreed between Cendant and ebookers, and shall extend to any new, increased or revised offer or offers on behalf of Cendant, provided that such new, increased or revised offer or offers is or are made on such terms.

Time of the Essence

14. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse

15. The undertakings, warranties, consents, waivers, agreements and obligations in this letter will lapse and cease to have effect to the extent not already undertaken and without prejudice to any liability for antecedent breach:

- (a) if the Scheme Press Announcement has not been issued by the close of business on 10 December 2004 or such later date as Cendant and ebookers may agree; or
- (b) if the Scheme becomes effective; or
- (c) if an Offer is not announced on behalf of Cendant within three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and, if capable of waiver, not being waived as therein provided; or
- (d) if an Offer, if made, lapses or is withdrawn without becoming or being declared unconditional in all respects.

16. I acknowledge that nothing in this letter obliges Cendant to agree to the despatch the Circular or the despatch of the Offer Document if it is not required to do so by the Panel and that if this undertaking lapses I shall have no claim against Cendant.

17. Subject to paragraph 18, Cendant agrees to make the Offer conditional on:

- (a) the Scheme not becoming effective or being withdrawn or any condition to which the Scheme is subject becoming incapable of satisfaction and, if capable of waiver, not being waived as therein provided; and

(b) the Offer Press Announcement being released in accordance with the Code and in such other form as Cendant may deem necessary or appropriate or as may be required to comply with the requirements of any relevant authority. The release of the Offer Press Announcement is at the absolute discretion of Cendant. In particular, Cendant reserves the right not to release the Offer Press Announcement unless the board of directors of ebookers agrees to recommend the Offer.

18. If after Cendant releases the Offer Press Announcement:

- (a) the Panel consents to Cendant not making the Offer;
- (b) an event occurs which means that Cendant is no longer required by the Code to proceed with the Offer; or
- (c) Cendant becomes aware that any condition of the Offer as set out in the Offer Press Announcement has or may become incapable of being fulfilled,

Cendant shall not be obliged to make or proceed with an Offer.

19. Cendant undertakes to be bound by the Scheme in the event that the Scheme becomes effective. The obligations on Cendant hereunder are conditional upon receipt by Cendant of:

- (a) undertakings substantially in the terms agreed with Cendant from each of the directors of ebookers and from other shareholders in respect of shares in the capital of ebookers that represent in aggregate not less than 40 per cent. of the issued share capital of ebookers, or such lesser percentage as Cendant may determine by 1.00 p.m. on 2 December 2004 (or such later time and/or date as Cendant may determine);
- (b) confirmation in terms satisfactory to Cendant that the board of directors of ebookers has approved the issue of the Scheme Press Announcement including a statement that the board of directors of ebookers intends unanimously to recommend that its shareholders vote in favour of the Scheme and such recommendation not having been withdrawn or qualified prior to publication of the Circular.

Director's undertakings

20. As a director of ebookers, provided that it is consistent with my fiduciary and directors duties owed to ebookers and my duties under the Code, I shall use reasonable endeavours to procure that ebookers and the board of directors of ebookers:

- (a) recommend that shareholders in ebookers vote in favour of the Scheme at the Court Meeting and the EGM and, if an Offer is made, accept the Offer;
- (b) provide all reasonable assistance as may be requested to prepare the Scheme Press Announcement and the Circular and all related and ancillary documents and, if an Offer is made, to enable Cendant to make the Offer and to prepare the Offer Document and all related and ancillary documents, in each case in accordance with the requirements of the Code, the Financial Services Authority and the London Stock Exchange and any other legal or regulatory requirement or body;
- (c) provide all reasonable assistance to Cendant as may be required to obtain the clearances and consents referred to in the Scheme Press Announcement;
- (d) convene such meetings of directors or shareholders of ebookers (if so requested by Cendant) as may be necessary to pass such resolutions as may be necessary to enable the Scheme or, if made, the Offer to be implemented;
- (e) not convene any general meeting of ebookers other than the Court Meeting and the EGM without the prior written consent of Cendant, which consent shall not be unreasonably delayed or withheld;
- (f) cause ebookers to comply with its obligations under the Merger Agreement entered into on today's date between ebookers, Cendant Corporation and Cendant;
- (g) save in respect of options under ebookers Share Option Schemes and ebookers Individual Option Arrangements (as defined in the Scheme Press Announcement) unless and until the Scheme is withdrawn or the Offer, if made, lapses or is withdrawn by Cendant, not allot (except pursuant to existing obligations disclosed in writing to Cendant prior

to the date hereof), or grant options over, any shares in the capital of ebookers nor issue any debt or other securities convertible into shares in the capital of ebookers or knowingly agree to do any of the foregoing or knowingly take any other action likely to result in a breach of any condition of the Scheme or the Offer or be prejudicial to the successful implementation of the Scheme or the Offer;

- (h) upon the Offer, if made, becoming unconditional in all respects, and to the extent I continue to occupy the office of director of ebookers, approve the registration of all transfers of shares made pursuant to the Offer (subject to the same being duly stamped and otherwise satisfying the requirements imposed in the Articles of Association of ebookers) and comply with such reasonable requests as Cendant may make with respect to any other steps to be undertaken by the board of directors of ebookers as are necessary to give effect to the Offer;
- (i) upon receiving reasonable prior notice, provide such management information and access to senior ebookers personnel for the purposes of consultation in relation to the conduct of the business as may reasonably be requested pending the Scheme becoming effective or the Offer, if made, becoming unconditional in all respects and to facilitate the integration of ebookers into the enlarged group except if it is reasonably believed that to do so would be materially adverse to the interests of ebookers or unduly and materially disruptive to the operation of ebookers' business;
- (j) cause the business of ebookers and each of its subsidiary undertakings (collectively, the ebookers Group) to be carried on in the ordinary and usual course and in particular do not and do not propose to:
 - (i) amend the memorandum or articles of association or other relevant constitutional document of any member of the ebookers Group;
 - (ii) alter the authorised or allotted or issued share capital of any member of the ebookers Group or grant any options or rights over shares;
 - (iii) declare or pay any dividend or make any other distribution or return of capital; or
 - (iv) undertake any commitment or enter into any contract or acquire or dispose of any assets, liabilities or businesses otherwise than in the ordinary course of business;
- (k) if the Scheme becomes effective or the Offer, if made, becomes unconditional in all respects, approve the appointment as directors of ebookers of anyone nominated by Cendant and, if required by Cendant, I shall resign as a director of ebookers;
- (l) agree to any extension of time limits in the Code which Cendant requests and which the Panel approves;
- (m) do not make (and that no-one makes on behalf of ebookers):
 - (i) any announcement before the Scheme Press Announcement is released which refers expressly or implicitly to Cendant; or
 - (ii) any other announcement in connection with the Scheme or the Offer without prior consultation with Cendant,unless Cendant consents in writing or the relevant announcement is required by law or any regulatory provision; and
- (n) give notice to:
 - (i) the holders of options (ebookers Options) issued under ebookers Share Option Scheme (the Option Scheme) in accordance with the rules of the Option Scheme (the Rules) that all unexercised ebookers Options will lapse at the end of the relevant exercise period, as defined in the Rules;
 - (ii) Dinesh Dhamija in accordance with the terms of the Option Agreement dated 2 October 2002 between Mr Dhamija and ebookers (the Dhamija Option Agreement) that the unexercised options issued to Mr Dhamija pursuant to the Dhamija Option Agreement will lapse at the end of the relevant exercise period, as defined in the Dhamija Option Agreement;
 - (iii) Sanjiv Talwar in accordance with the terms of the Option Agreement dated 21 October 1999 between Mr Talwar and

ebookers (the Talwar Option Agreement) that the unexercised options issued to Mr Talwar pursuant to the Talwar Option Agreement will lapse at the end of the relevant exercise period, as defined in the Talwar Option Agreement;

- (iv) Peter Cochrane in accordance with the Rules that all unexercised ebookers Options granted to him on 25 October 1999 will lapse at the end of the relevant exercise period, as defined in the Rules;
- (v) Jeffrey Sampler in accordance with the Rules that all unexercised ebookers Options granted to him on 1 January 2001 will lapse at the end of the relevant exercise period, as defined in the Rules;

such notice to be provided to holders of ebookers Options, Mr Dhamija and Mr Talwar, Mr Cochrane and Mr Sampler as the case may be, as soon as permissible in accordance with, and to comply with the applicable requirements of, the Rules, the terms of the Dhamija Option Agreement and the terms of the Talwar Option Agreement, as the case may be.

21. I shall not directly or indirectly:

- (a) solicit or encourage any person other than Cendant to make any offer for any shares or other securities of ebookers or to indicate the basis on which any such offer might be made or enter into discussions relating to any possible offer;
- (b) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code and, in each case, only in response to an unsolicited approach) enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- (c) (except where required by my fiduciary duties as a director of ebookers or by my duties under the Code) otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme or the Offer or which would or might have the effect of preventing any of the terms or conditions of the Scheme or the Offer from being fulfilled (and in particular, but without limitation, I shall comply with General Principle 7 and Rule 21 of the Code).

22. I shall promptly inform you of any approach by a third party which may lead to an offer for ebookers or the occurrence of any matter referred to above and will keep you fully informed of the same.

23. To the best of my knowledge, information and belief having made all reasonable enquiries I know of no matter or circumstance in relation to ebookers or any of its subsidiaries which might mean that any condition in the Scheme Press Announcement cannot be fulfilled.

Confirmation

24. I confirm that in signing this letter I am not a client or customer of Citigroup for the purposes of the Conduct of Business Sourcebook of the Financial Services Authority and that Citigroup is acting for Cendant in connection with the Scheme and the Offer, if any, and no-one else and is not responsible to anyone other than Cendant for providing the protections afforded to its customers nor for providing advice in relation to the Scheme or the Offer, if any. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

Power of Attorney

25. In order to secure the performance of my obligations under this undertaking, I hereby unconditionally and irrevocably appoint any director of Cendant as my attorney:

- (a) if I fail to accept or to procure acceptance of the Offer in accordance with paragraphs 5(a), 5(b) or 5(c) or if I fail to accept the offer referred to in paragraph 5(d) in accordance with that paragraph, in my name and on my behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such offers in respect of the Beneficial Shares, any Further ebookers Shares and the options referred to in paragraph 5(d) (as appropriate); and
- (b) to execute any form of proxy required by Cendant appointing any person nominated by Cendant to attend and vote in favour of the Scheme at the Court Meeting or on a Relevant Scheme Resolution or a Relevant

26. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 Powers of Attorney Act 1971 until the earliest to occur of (i) the Scheme becoming effective, (ii) an Offer, if made, being declared unconditional in all respects, and (iii) an Offer, if made, lapsing or being withdrawn by Cendant and (iv) the expiry of the period of three months of the date on which the Scheme fails to become effective or any condition to which the Scheme is subject becomes incapable of satisfaction and is not waived, if, in such period Cendant has not announced an Offer.

Undertaking to bind estate

27. This undertaking shall bind my estate and personal representatives except in relation to those obligations that relate to my position as a director of ebookers.

Specific Performance

28. I agree that, if I fail to vote or appoint a proxy as herein provided or to accept the Offer in accordance with this undertaking or breach any of my obligations, damages would not be an adequate remedy and that an order for specific performance would be an essential element of any adequate remedy for such failure or breach.

Governing Law

29. This undertaking shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

SCHEDULE 1

EXISTING SHARES

PART A - Holdings of ebookers Shares

Registered Holder	Beneficial Owner (if different)	ebookers Shares
Salomon Smith Barney	James Joseph Treacy and Nancy B Treacy	10,000 American Depositary Shares

PART B Rights to acquire ebookers securities (including options)

Under the Terms of J Treacy's Letter of Appointment dated 13 July 2004, he is entitled to subscribe for 5,000 ebookers Shares in two tranches of 2,500 on the first and second anniversaries of the effective date of his appointment, being 13 July 2004. If the appointment is terminated the entitlement to receive Shares will lapse, except that if the Company terminates the appointment the issue of Shares will be pro-rated to the date of termination.

APPENDIX I

Scheme Press Announcement

SIGNED as a DEED and)
DELIVERED by JAMES TREACY)
in the presence of:)

Witness - Signature:

Name:

Address:

JOINT FILING AGREEMENT

This will confirm the agreement by and between the undersigned that the Statement on Schedule 13D (the "Statement") filed on or about this date relating to the proposed cash acquisition by Cendant UK Acquisition Corporation, a Delaware Corporation and wholly owned subsidiary of Cendant Corporation, a Delaware Corporation, of all of the outstanding ordinary shares, nominal value 14 pence in capital each, of ebookers plc, an English company, is being filed on behalf of the undersigned.

Each of the undersigned hereby acknowledges that pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, that each person on whose behalf the Statement is filed is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; and that such person is not responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in one or more counterparts by each of the undersigned, and each of which, taken together, shall constitute one and the same instrument.

Date: December 10, 2004

CENDANT CORPORATION

By: /s/ Eric J. Bock

Name: Eric J. Bock
Title: Executive Vice President - Law and
Corporate and Secretary

CENDANT UK ACQUISITION CORPORATION

By: /s/ Eric J. Bock

Name: Eric J. Bock
Title: Executive Vice President and
Secretary