

Business Travel Solutions by CWT - General Terms & Conditions

These General Terms and Conditions, (*GTCs*), shall apply to the provision of the business travel services in the United States as set out in Section A below (*Services*) by Carlson Wagonlit Travel, Inc. (*CWT*) to the company which has set up an account with CWT (*Client*). The GTCs shall operate to the exclusion of all other terms and conditions, and CWT expressly rejects any additional or different terms proposed or attached by Client in any subsequent order, acceptance or similar document. Any alteration to the GTCs shall, unless specifically permitted herein, be invalid unless agreed in writing by way of special terms (*Special Terms*) executed by a duly authorized signatory of CWT. GTCs shall in such case refer to such GTCs as amended. Acceptance of these GTCs is made by and on the day (*Commencement Date*) of Client's acceptance of the GTCs. CWT may update the GTCs from time to time.

A. SERVICES

1. **Services scope:** Under the Business Travel Solutions by CWT program, CWT shall provide to Client a commercial reservation service for air, rail, hotel, car rental travel offered by third parties (*Travel Suppliers*) together with associated ancillary services that it may offer from time to time. Certain of the above services and ancillary services may be provided via third party suppliers under a direct contract between supplier and Client. Other CWT service or product offerings may be available and the terms and conditions for any additional services shall apply upon the completion by CWT of an initial request for such services ordered by Client. Client's travelers (*Travelers*) are considered to act on behalf of the Client when ordering additional services and Client shall take responsibility for Traveler's compliance with these GTCs. As a condition of travel or receipt of services, individual Travelers may also be required to accept CWT's then-current terms applicable to such Travelers.

Services are offered to the Client only under these GTCs: CWT's prior written agreement shall be required in the event that Services are to be offered to any affiliated company (*Affiliate*) of the Client. Client shall, in such circumstances shall guarantee as a principal obligor the making of any payment due by such Affiliate to CWT under these GTCs and otherwise shall procure the compliance of such Affiliate to these GTCs.

2. **Profile Management:** CWT shall provide access for the Travelers to update their profiles, including personal data such as nationality, date of birth, passport number, e-mail address, etc. (*Profile*) via CWT's online Traveler portal from time to time (*CWT Portal*) in accordance with Section B of the GTCs. Client and Travelers shall use the CWT profile management tool within CWT Portal (*CWT Portrait*) to enable CWT to identify and respond to individual booking requests for Travelers. Client shall either provide CWT with an initial data feed of Traveler Profiles during initial implementation (such feed to be in a form and provided within a timeframe reasonably acceptable to CWT), a list of Traveler email addresses to facilitate Traveler self-registration, and/or shall instruct Travelers to have their own profiles completed and up to date in CWT Portrait, in order to enable CWT to provide the Services to Travelers.

CWT may contact the Traveler as necessary to create or maintain Profiles or obtain such information to complete a booking, in which case any such information shall be added to the Profile. CWT shall not be required to make a booking where there is insufficient Profile information and shall not be responsible for any errors in the Services arising from failure by Client to comply with this paragraph.

3. **Available Rates:** Any quote offered by CWT in response to a Client booking request shall be generated from rates available for the Services in its global distribution system(s) (*GDS*) and/or proprietary or third party booking facilities (*Booking Facilities*) with Travel Suppliers and/or from CWT Negotiated Rates (see Section A(4) below). CWT may alter the GDS or Booking Facilities for the Services from time to time in its sole discretion. Rates which have been separately agreed between Travel Suppliers and Client may be made available through the Services by Special Terms agreement. For all sections of these GTCs and for all services, CWT may at any time, including after acceptance or confirmation, correct or revise any fare or rate quoted in error and/or as the result of a typo or other technological failure. Client's sole and exclusive remedy if Client does not wish to accept the corrected fare is to cancel the order, without liability, within twenty four (24) hours of receipt of notice of the corrected fare or rate.
4. **CWT Negotiated Rates:** From time to time, CWT may negotiate preferred fares or rates with Travel Suppliers, which CWT may offer to Travelers. Should CWT offer Client such negotiated fares or rates, they shall be market competitive at the time of ticketing or booking for the applicable routing, class of service or other accommodation being offered.
5. **Ticketing Restrictions & ERM Fares:** fares of Travel Suppliers will be issued by CWT as agent for the Travel Suppliers subject to the terms and conditions of such fares (including without limitation the strict eligibility requirements of marine and offshore fares for qualifying Clients, which CWT shall notify Client of via qualification letters the terms of which Client shall meet and comply with in order to take advantage of such fares). In the event that the Client breaches those conditions, Client shall be fully responsible for any fines, charges or agency debit memos imposed on CWT under IATA regulations or their agency agreements with Travel Suppliers.

Client further acknowledges, with respect to the marine and offshore fares offered by CWT that (a) these fares, while not necessarily the lowest fares for the relevant route, offer other benefits such as baggage allowance, change/ cancellation terms and (b) the overall fare charged to the Client may incorporate additional fees or mark-ups to compensate CWT for the additional time and effort associated with filing, booking and ticketing such fares and processing of qualification letters.

B. TOOLS

1. **CWT IT Tools:** For the provision of certain elements of Services, CWT shall grant Client access to certain IT tools, (*IT Tools*), and warrants that it has the right to provide to the Client access to the IT Tools.

Client will have a limited, revocable, non-transferable and non-exclusive right during the term of these GTCs to have Travelers and other authorized users (*Users*) access and use the IT Tools and related documentation solely for Client's own use, access and enjoyment of the Services. Title and all proprietary and other rights to the IT Tools and any related trademark, trade secret, copyright are, and will remain, the exclusive property of CWT and/or the relevant third party IT Tool providers or licensors.

Client will use the IT Tools solely for the purposes and functions expressly permitted by these GTCs or CWT's reasonable instructions from time to time and shall not directly or indirectly, access, use, sell, distribute, sublicense, broadcast, or commercially exploit the IT Tools or any rights granted to it under these GTCs. Client shall not copy, modify, or prepare derivative works based on the IT Tools or reverse engineer, decompile, disassemble, or attempt to derive source code from the IT Tools.

Except as provided otherwise in these GTCs, CWT makes no warranty, either express or implied, written or oral, with respect to any IT Tools, which are provided "as is", and CWT expressly disclaims any and all implied warranties of merchantability, fitness for a particular purpose.

In addition to all other remedies and rights under these GTCs, CWT reserves the right immediately to suspend access to the IT Tools, after notice to Client, in the event of documented evidence of activities by Client contrary to an obligation set forth in these GTCs.

2. **CWT Links:** CWT shall not be held liable for the content, availability, access, accuracy, timeliness or any other aspect of the information contained in any third party website accessible via links on any of the IT Tools. The inclusion in the CWT Portal of information related to or contained in any third party website does not constitute an endorsement by CWT of such information.
3. **CWT Apps:** Any mobile applications provided by CWT and downloaded by Travelers are subject to additional end user and other terms and conditions of use as set out in the relevant application and or app store. Client shall be responsible for complying, or procuring the compliance of Travelers, to such terms.

C. COSTS

1. **Fees, Travel Costs and Taxes:** In consideration for the provision of the Services, Client shall pay to CWT a) the applicable fees in relation to the Service(s) notified to Client prior to the Commencement Date (or otherwise the prevailing standard CWT rate for such Services) (*Fees*); b) any costs (*Travel Costs*) payable to Travel Suppliers in connection with any Services provided; and/or c) any value added tax, sales, or other local or indirect taxes, surcharges or other similar duties payable on the Fees, the Travel Costs or in connection with the Services.

CWT may adjust the Fees from time to time and shall provide Client 30 days' notice of any such Fee adjustment.

With respect to any Fees calculated by reference to a transaction, Transaction shall mean, for each Traveler, (i) the issuance or exchange of any air, rail or ferry ticket, any single hotel or car booking regardless of the number of room nights or rental days and/or cancelling an issued ticket at the Traveler's request and processing a refund request.

2. **Payment:** Unless otherwise agreed in writing by CWT, Client shall pay all amounts payable under these GTCs at the point of sale by company credit card or Traveler individual credit card. Any merchant fees borne on any credit card payments under these GTCs shall be borne at cost by Client. For any amounts not paid by credit card, Client shall pay all invoices received from CWT within thirty (30) days from the date of invoice. Any credit terms agreed to by CWT may be amended or withdrawn by CWT on seven (7) day's prior written notice.
3. **Adjustment:** CWT shall have the right to increase the Fees annually, by a percentage equivalent previous four quarter percentage increase in the Employment Cost Index for Wages and Salaries of Professional and Business Services Workers as published by the United States Department of Labor, Bureau of Labor and Statistics (or any official successor thereto). This will ordinarily take place in March of each year.

D. RESPONSIBILITIES

1. **Disclaimer:** CWT shall not be liable for any actions beyond the control of CWT in connection with the Services, or for any injury, loss, damage, delay, non-performance, irregularity, or any consequences therefrom, which may be occasioned through the neglect, or default, or any other act or inaction of any Travel Supplier, including the supplier of any IT Tool. Without prejudice to the foregoing (a) CWT does not warrant or ensure that the travel services booked will actually be provided by any Travel Supplier; and (b) if a Travel Supplier defaults prior to providing any travel service for which payment has been made, Client's sole recourse for refund shall be with the defaulting Travel Supplier or its own insurer.
2. **Indemnification:** Each of the Parties agrees to indemnify and hold the other harmless from and against any third party liability, loss, cost or expense resulting directly from any failure by such Party to perform any obligation hereunder.
3. **Liability:** The total liability of CWT hereunder in respect of all claims under these GTCs shall be limited to the equivalent of the total Fees paid by Client hereunder in the twelve months following the Commencement Date, except that in no event shall this amount exceed the amount of Fees actually received by CWT at the time the claim arises. Neither of the Parties nor any members of their respective corporate groups (Affiliates) shall be liable for any loss of profit, business, goodwill or revenue or any special, punitive, indirect or consequential loss or damages costs or expenses arising as a result of the performance of these GTCs (*Losses*), howsoever caused, whether advised that such Losses were foreseeable and irrespective of

any negligence or fault. CWT is not liable for damages caused criminal acts of third parties. Nothing in this Section D(3) shall exclude any Losses to the extent that such exclusion would be contrary to applicable law or regulation.

E. Duration

1. **Termination:** These GTCs may be terminated on written notice by either Party (a) at any time for convenience by one Party giving not less than ninety (90) days' written notice to the other (b) if the other Party commits a material or persistent breach of any of the obligations of these GTCs which has not remedied within thirty (30) days of receiving a written notice requiring remedy of such breach; or (c) immediately, if the other Party becomes insolvent, bankrupt, is unable to pay their debts as they fall due has bankruptcy proceedings instituted against it or the Party makes a general assignment for the benefit of creditors or makes a written statement to the effect that the Party is unable to pay its debts as they become due, or a final judgment against such Party remains undischarged for thirty (30) days or longer.
2. **Consequences:** Termination or expiry of these GTCs shall not affect a Party's accrued rights or obligations as at termination or any obligation which is intended to survive termination, including (without limitation) Sections D to F of these GTCs.

F. Miscellaneous

1. **Assignment:** Neither Party shall assign their rights under these GTCs or any part hereof without the prior written consent of the other Party.
2. **Compliance with Laws:** The Parties agree to comply with all applicable laws and regulations in performing the GTCs.
3. **Confidentiality:** Each Party shall require its respective officers, directors, employees, agents, advisers and other representatives (and those of its Affiliates) to keep confidential the contents of these GTCs and all information received from the other Party in connection with the contents and the performance of these GTCs, and not to disclose such information to third parties, except as necessary to perform its obligations or exercise its rights hereunder or with the written consent of the other Party or where required by law or court order without the prior written consent of the other Party. Notwithstanding the foregoing, this shall not apply to information that is (i) in the public domain, (ii) lawfully obtained from a third party who is entitled to disclose such information; (iii) independently developed by the other Party without reference to such information; or (iv) anonymized or aggregated.
4. **Data Protection:** With regard to the provision, storage, processing and transfer of the Travelers' personal data, the Parties shall comply with all applicable laws and regulations relating to data privacy and shall provide, store, process and transfer Travelers' personal data only for the purpose of the agreed Services using appropriate operational and technical measures intended to safeguard protected data against any unauthorized access, loss, destruction, theft, use or disclosure. The Client shall obtain, where necessary, legally sufficient consents from the Travelers with regard to Section A(2), in particular for any transfer of

Traveler's personal data to third parties for additional purposes at Client's specific request. Client covenants, represents and warrants that for all such personal data provided by Client or Travelers to CWT, that CWT is authorized and permitted to use and share such information for the purpose of providing requested services, communicating with Client and/or Travelers (including communications for marketing purposes sent by email or displayed within CWT Portal), operating CWT's business, protecting CWT's rights and interests and those of third parties, and complying with applicable law including complying with requests from law enforcement or other government officials.

5. **Disclosure:** When negotiating with Travel Suppliers, CWT may state that it is Client's travel management company or use Client's logo and/trademark supplied by Client. CWT may state in its announcements and presentation materials the fact that it is Client's travel management company and use Client's logo and/or trademark for this limited purpose. CWT will not modify the logo and/or trademark supplied by Client. The Parties shall mutually agree on the content of any press release specific to its relationship with Client.
6. **Force Majeure:** Neither Party shall be held liable for any delay or failure to perform its obligations hereunder caused by circumstances beyond its reasonable control including, without limitation, strikes, fires, acts of God, any form of government intervention, including business restrictions and prohibitions under territorial or extraterritorial economic or trade sanctions whether determined by national or foreign governments or international institutions. If legally permitted, the performance of such obligations shall be suspended only for such time as such circumstances last. In the event of an immediate and total ban on the continuation of the business relationship, the obligations under these GTCs will expire immediately, completely and permanently without any prior notice.
7. **Independent Parties:** Nothing in these GTCs shall create a partnership or joint venture between the Parties and neither Party shall have any authority to enter into any binding commitment, representation of covenant on behalf of the other Party.
8. **Notices:** All notices to be given hereunder shall be in writing and shall be deemed to be given when mailed by certified or registered mail, or personal delivery or by facsimile if confirmed by registered airmail thereafter, to their registered office or such other address of the Party as shall be notified to the other in writing
9. **Substituting clauses:** If any provision of these GTCs are held to be or becomes invalid or unenforceable (in whole or in part), such provision shall be ineffective to the extent of such invalidity or unenforceability without rendering unenforceable any of the remaining provisions of these GTCs. The Parties shall use their reasonable efforts to agree on a mutually satisfactory substitute for such invalid or unenforceable provision, which shall most closely achieve the purpose of the invalid or unenforceable provision.
10. **Waiver:** A waiver of any right or remedy available to a Party in connection with these GTCs (*Remedy*) is only effective if in writing and shall not be deemed to be a waiver of any

subsequent breach or default. No failure or delay by a party in exercising a Remedy shall constitute a waiver of that or any other Remedy, nor shall a single or partial exercise of a Remedy prevent any further exercise of that or any other Remedy.

11. **Entire Agreement.** These GTCs, together with any documents or agreements expressly referenced in these GTCs, constitutes the entire agreement of the parties with respect to the Services and supersedes any prior discussions, representations, agreements or arrangements in relation to the subject matter of these GTCs. Nothing in this Section shall seek to restrict a Party's remedies with respect to fraud.
12. **Third Party Rights.** Save as expressly set out in these GTCs, a party who is not a party to this Agreement shall have no rights to enforce any of its terms.
13. **Governing Law and Jurisdiction:** These GTCs shall be governed by New York law and any disputes or proceedings under these GTCs shall be subject to the exclusive jurisdiction of the courts of New York.
14. **Miscellaneous:** The display of flight or other travel information may be determined by reasons including, without limitation, corporate negotiated rates, identity of a carrier or other travel supplier, history of known Traveler preferences, and other factors, so long as available flights or content comply with Client's written travel policy pursuant to these GTCs.