

# CWT Global Solutions Group Terms and Conditions

The scope of work ("Scope of Work") provided to you ("Client" or "you") by CWT is subject to and incorporates by reference the following terms and conditions ("Terms and Conditions"). The Scope of Work and these Terms and Conditions shall collectively be called the "Agreement". Your agreement to the Scope of Work shall constitute your acceptance of all of the Terms and Conditions. The Agreement shall apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 1. RELATIONSHIP OF THE PARTIES

- (a) It is understood by the Parties that CWT is an independent contractor with respect to Client and nothing in the Agreement or in the performance of the Agreement shall create a joint venture, partnership, agency or an employment relationship between the Parties. The method, manner and means by which CWT's obligations hereunder are to be performed and the specific hours to be worked by CWT shall be determined by CWT. It is understood that CWT has other clients and offers services to other businesses and organizations.
- (b) Client hereby appoints CWT to perform CWT's obligations hereunder. Client shall promptly provide CWT with all necessary data and information (and updates to such information from time to time where useful) to enable CWT to perform its obligations.
- (c) Where applicable, Client authorizes CWT to enter into negotiations and request contracts with third party suppliers (being the third parties noted in the Scope of Work, including airlines, hotels and ground transportation companies (collectively "Third Party Suppliers")) on behalf of Client in order to perform its obligations under the Agreement. These contracts will be between the Third Party Suppliers and Client. None of the contract negotiations or any of the services provided by CWT under the Agreement or the CWT Deliverables (as defined in s. 6(c)) will constitute any legal opinion or advice.
- (d) CWT has based comments, recommendations and the CWT Deliverables on information provided by Client and the Third Party Suppliers. CWT is not responsible for the completeness or accuracy of such information.

## 2. COMPENSATION

- (a) Client shall settle all invoices received from CWT within thirty (30) days of the date of invoice. Any overdue payments shall incur interest at the rate set out in the Scope of Work until payment is made in full. In the case of non-compliance with the agreed payment schedule specified in the Scope of Work, CWT reserves the right to revoke or suspend the services provided under the Agreement. Client shall pay CWT as provided in the Scope of Work in full without any deduction or set off.
- (b) Client shall reimburse CWT for any out-of-pocket costs and expenses, including actual travel and accommodation expenses, within thirty (30) days of delivery of an invoice therefor.

## 3. TERM AND TERMINATION

The Agreement shall apply until the expiration of the final phase set forth in the Scope of Work. The Agreement may be terminated by either Party at any time prior to expiration: (i) if the other Party commits a material breach of the Agreement (including failure to pay amounts due under the Agreement) and has not remedied such breach within fifteen (15) business days after receiving written notice including a detailed description of such breach and the steps the

notifying Party believes are necessary to remedy it or (ii) if the other Party becomes insolvent, becomes bankrupt or has bankruptcy proceedings instituted against it (that remain unstayed for ten days) 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.

Client shall pay on or prior to the date of termination all CWT's fees and all out-of-pocket costs and expenses incurred up to the date of termination.

#### **4. 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; provided that the performance of such obligations shall be suspended only for such time as such circumstances last. Notwithstanding the foregoing, no event of force majeure shall limit or relieve the obligations of the Parties to make all payments required hereunder in a timely manner.

#### **5. CONFIDENTIALITY**

Each of the Parties shall keep confidential the CWT Deliverables (in draft and final form) and the contents of the Agreement and all non-public information received from the other Party in connection with the performance of its obligations hereunder ("Confidential Information"), and not disclose any Confidential Information to third parties (including travel suppliers), unless required by law, without the prior written consent of the other Party, for the duration of the Agreement and for a period of two (2) years following termination of the Agreement. Each Party shall disclose Confidential Information only to those directors, officers, employees and affiliates who need to know the same in connection with the performance of its obligations hereunder. Confidential Information shall not include information to the extent it: (i) is in the public domain or generally available to the public; or (ii) was in the possession of or disclosed to the other prior to the date hereof, free of any obligation to keep the same confidential; or (iii) is lawfully acquired by the other from a third party under no obligation or confidence to the other Party; or (iv) a Party is obligated under law or court order to disclose. Notwithstanding the foregoing, CWT shall not be required to keep confidential any analyses, works or surveys based on information received by CWT so long as they do not contain individually identifiable information or they are used solely for aggregation purposes.

#### **6. INTELLECTUAL PROPERTY**

- (a) All data provided by Client and/or collected by CWT solely on behalf of Client (the "Client's Data") are the sole property of Client and shall be licensed to CWT on a royalty-free basis for the purpose of the Agreement and when used on an anonymous basis for benchmarking or statistical purposes.
- (b) All proprietary business methods, databases, computer programs, know-how, and methods of calculation used for the purpose of the Agreement ("CWT Tools") are the sole property of CWT. The Parties agree and acknowledge that at no time shall the CWT Tools be licensed to or become the property of Client.
- (c) Whether based on Client's Data or not, all information, draft and final reports, and other creative works in whatever medium whether or not patentable or copyrightable, conceived or made (solely or with others) by CWT, including the results of any analyses, works or surveys in connection with CWT's obligations hereunder (collectively, "CWT Deliverables"), shall be the sole and exclusive property of CWT. CWT shall in no way be restricted from making use of, sharing or otherwise exploiting in any fashion the CWT Deliverables.

- ( d ) CWT hereby grants Client a limited non-exclusive license for the term of the Agreement and one (1) year after the term, to: (i) provide and distribute CWT Deliverables to the procurement teams of its affiliates, and (ii) use CWT Deliverables for the purposes of its negotiations with its Travel Suppliers (without disclosing the CWT Deliverables or the contents thereof or any information on any other Travel Supplier) in each case solely to the extent necessary to achieve the objectives of the Agreement. Without limiting the foregoing, other than uses mentioned above, Client shall not, and shall not permit any of its employees or affiliates to, use any CWT Deliverables for any other purpose including: (i) transfer, whether or not for a fee, of CWT Deliverables to any other person outside of Client's organization, (ii) copying or modifying CWT Deliverables or making use of CWT Deliverables in developing similar works or (iii) competing in any manner with CWT. Client shall be responsible for ensuring that its affiliates limit their use of CWT Deliverables to the same extent. Without limiting the foregoing, the Parties acknowledge that the CWT Deliverables contain valuable proprietary information developed by CWT and that any use by Client of the CWT Deliverables in breach of the Agreement would cause CWT irreparable harm.

## **7. REMEDIES**

- ( a ) Limitation of Liability. Notwithstanding anything in this Agreement to the contrary (subject to clause 7(b)), neither of the Parties nor their respective affiliates shall be liable (on the basis of breach of contract, breach of warranty or tort) for any matter arising out of or in connection with the Agreement for loss of profit, business, goodwill or revenue, or any punitive, special, indirect or consequential loss or any other indirect or consequential loss of whatever nature, whether or not reasonably foreseeable, actual or prospective, reasonably contemplated or actually contemplated by the Parties however caused and irrespective of any negligence or fault. The total liability of CWT hereunder shall be limited to an amount equal to the total amount paid to CWT by Client pursuant to the Agreement.
- (b) Client's exclusive remedy for any claim arising out of or relating to a breach of the Agreement by CWT will be for CWT, upon receipt of written notice including a detailed description of such breach and the steps Client believes are necessary to cure such breach, either: (i) to use commercially reasonable efforts to cure such breach, or (ii) to return to Client the fees paid by Client to CWT for the particular component of performance of CWT's obligations hereunder as to which CWT was in breach. Client agrees that this remedy reflects an appropriate allocation of the risks and rewards of its obligations hereunder and that it shall not allege that this remedy fails its essential purpose.

## **8. COMPLIANCE WITH LAWS**

The Parties are and shall remain in compliance in all material respects with all applicable laws, rules, regulations or orders of any relevant governmental authority.

## **9. ENTIRE AGREEMENT**

This Agreement contains the full and complete understanding of the Parties as to the subject matter hereof, and cancels and supersedes any and all prior agreements, arrangements or oral discussions between the Parties relating to such subject matter, and shall not be modified except by written agreement between the Parties. In the event of any conflict between the terms of this Agreement and the terms of any schedules, attachments, proposals, specifications, invoices, purchase orders, or any other documents or correspondence, the terms of this Agreement shall prevail.

## **10. WAIVER**

The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

#### **11. SEVERABILITY**

If any provision of the Agreement is in whole or in part unenforceable, invalid or illegal, such provisions shall not affect the validity, force or effect of the remainder of the Agreement. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted or amended, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### **12. ASSIGNMENT AND SUBCONTRACTING**

Unless otherwise stated in the Agreement, neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

#### **13. GOVERNING LAW**

Any claims or disputes arising out of or related hereto or to the transactions contemplated hereby or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise (collectively, "Claims"), shall in all respects be governed by and construed in accordance with Dutch law, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

#### **14. JURISDICTION**

All Claims shall be referred to and finally and exclusively settled by the Courts of Amsterdam.

#### **15. 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 the addresses of the Parties specified in this Agreement unless either Party shall specify to the other Party a different address for the giving of such notice.

#### **16. ANNOUNCEMENTS**

CWT may state in its announcements and presentation materials that it provides Solutions Group services to Client 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.

#### **17. THIRD PARTY RIGHTS**

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

#### **18. DEFINITIONS**

The following definitions shall for all purposes be applied to the terms used in the Agreement: (i) "affiliate" of a person shall mean any other person, business or entity that controls, is controlled by or is under common control with such

person. For the purposes of the preceding sentence, the term "controls" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of more than ten percent (10%) or more of the voting securities of a person or entity shall be deemed to be control; (ii) "include" or "including" shall mean "include without limitation" or "including without limitation" as the case may be.