

1. Definitions

“**Agreement**” means the Order Form executed with R&M (including Appendix A), these business travel terms and conditions (including Appendix 1) and the Data Protection Schedule;

“**Anti-Bribery Law**” means all applicable anti-bribery laws, regulations and related codes of practice or standards of the Territory as applicable to the parties, including but not limited to the *Bribery Act 2010*, *US Foreign Corrupt Practices Act 1977*, and relevant legislation as amended, superseded or replaced from time to time during the term of this Agreement;

“**Business Day**” means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London, the United Kingdom;

“**Confidential Information**” means non-public, secret or confidential information in any form or medium whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) thereof;

“**EU Standard Contractual Clauses (Module 2 – Controller to Processor)**” means “Module Two: Transfer controller to processor”, of the standard contractual clauses approved by the European Commission Decision 2021/914 of 4 June 2021;

“**Force Majeure**” means any event outside the reasonable control of a party affecting its ability to perform any of its obligations (other than payment) under this Agreement;

“**Group**” means in relation to any company that company and every parent, sister and subsidiary of such company;

“**High Touch / Offline Transaction**” means a Transaction arranged by an R&M Employee for the benefit of the Client;

“**Intellectual Property Rights**” means any patent, copyright, trade mark, service mark or trade name, utility model, software, design, databases, image, moral right, invention, domain name, trade secret, right of privacy, and all other intellectual property rights, in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future worldwide;

“**Modern Slavery Law**” means the *Modern Slavery Act 2015* and any law, enactment, statute, ordinance, code or other law including regulations under them and any code of practice, membership rules or standards issued by relevant regulators or industry bodies, whether or not having the force of law, relating to modern slavery or similar matters and applicable in the Territory;

“**Online Transaction**” means a Transaction arranged by the Client using R&M/Book or other Third Party Online Booking Tool as detailed in the Order Form;

“**Order Form**” means the Agreement for Corporate Travel Management Services UK Order Form;

“**Payment Period**” means the applicable periods by which payment is due, as set out in the Order Form;

“**Payment Terms**” means the terms applicable to any payment set out in the Order Form;

“**R&M**” means Reed & Mackay Travel Limited (Registered in England No. 00963087) whose registered office is at Nexus Place, 25 Farringdon Street, London, EC4A 4AF;

“**R&M Employee**” means any person employed or engaged (or formerly employed or engaged) by R&M in the provision of the Services;

“**R&M Fees**” means the fees payable by the Client in consideration of R&M’s provision of the Services, as set out in the Order Form;

“**R&M Systems**” means: (i) R&M/Book, R&M’s self-booking technology platform; (ii) R&M/Portal, which allows the Client to access certain information about a Transaction; (iii) R&M/Mobile, R&M’s mobile application; and (iv) any other electronic system or software exclusively owned by, or licensed to, R&M;

“**R&M Website and Systems Terms and Conditions**” means the online terms and conditions, as may be varied by R&M from time to time, which apply to the R&M Systems and which R&M will make available via its website at

<https://www.reedmackay.com/terms/> or, upon the Client’s reasonable request, by providing the Client with copies thereof;

“**Relevant Law**” means any law, enactment, statute, ordinance, code or other law including regulations under them as amended from time to time applicable in the Territory;

“**Service Provider**” means any third party with whom R&M interacts in its capacity as the Client’s authorised agent pursuant to this Agreement, including any third party that: (a) provides travel services and to whom R&M makes bookings on the Client’s behalf; (b) facilitates or processes bookings made by R&M on the Client’s behalf for travel services; or (c) processes applications to assist or enhance a person’s ability to receive the benefit of the Services;

“**Services**” means the travel management services as set out in the Order Form, attached hereto, as amended from time to time in accordance with the provisions of this Agreement;

“**Territory**” means the United Kingdom;

“**Third Party Online Booking Tool**” or “**OBT**” means the third party electronic online booking tool systems, as may be notified by R&M to the Client from time to time, that are provided by a third party supplier and which the Client, Users and R&M can use to book Transactions;

“**Transaction**” means those transactions arising from bookings and documents issued by Service Providers and arranged by R&M, a Local R&M Company or Local TMC (acting as the Client’s agent or sub-agent as applicable) pursuant to this Agreement;

“**Transaction Cost**” means the cost charged by the Service Provider and/or payable by the Client for the Transaction(s), together with all taxes, emissions, ancillary charges, booking fees and other associated costs charged by any third party in relation to the Transaction;

“**Traveller**” means any of the Client’s officers, agents, employees, consultants, subcontractors and other similar persons who receive the benefit of the Services;

“**Traveller Profile Process**” means R&M’s traveller profile process as notified to the Client from time to time which applies to the creation and updating of Traveller profiles on the R&M Systems;

“**UK Addendum**” means the UK addendum to the EU Standard Contractual Clauses, as issued by the UK Information Commissioner’s Office under s.119A(1) Data Protection Act 2018;

“**User**” means any of the Client’s officers, agents, employees, consultants, subcontractors and other similar persons (who may or may not also be Travellers) who request or book Transactions under this Agreement, either themselves via the R&M Systems or by contacting R&M Employees, or otherwise access the R&M Systems;

“**VAT**” has the meaning given to it in the *Value Added Tax Act 1994*; and

“**Year**” means a period of twelve (12) months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date.

- 1.1 The headings to Clauses, Appendices, Schedules and the Order Form shall not affect the interpretation or construction of this Agreement. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.
- 1.2 All sums payable hereunder are exclusive of VAT or any other applicable tax or duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 1.3 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.4 All references in this Agreement to “Clauses”, “Appendix”, the “Data Protection Schedule” and the “Order Form” are to the clauses, appendices, data protection schedule and order form of this Agreement unless otherwise stated.

- 1.5 In the event of a conflict or ambiguity between the Clauses of this Agreement and the Appendix, the Order Form or Data Protection Schedule, the Clauses shall have precedence.

2. Duration

- 2.1 This Agreement shall be effective as of the Commencement Date and (subject to Clauses 12 and 14.3) shall continue in force thereafter, unless and until either party gives to the other not less than three (3) months' written notice (such notice to expire on or after the expiry of the Initial Period as detailed in the Order Form) (the "Term").

3. Provision of Services

- 3.1 As of the Commencement Date the Client engages R&M as its supplier of the Services on the Appointment Basis. R&M shall provide the Services in accordance with, and subject to, the terms and conditions of this Agreement.
- 3.2 The Client authorises R&M to act as the Client's agent to perform the Services. Without prejudice to the generality of the foregoing, the Client hereby grants to R&M the right, throughout the Term, to arrange Transactions and recover refunds in respect of Transactions.
- 3.3 R&M shall: (a) provide the Services with reasonable skill and care; and (b) ensure that its obligations under this Agreement are discharged by appropriately qualified and experienced R&M Employees.

4. The Client's Obligations

- 4.1 The Client shall during the Term: (a) supply R&M with such information, including forecasts, as R&M may reasonably require to exercise its rights and fulfil its obligations under this Agreement; (b) obtain and maintain all hardware and software within the Client's organisation necessary for R&M to provide the Services and operate its software; and (c) comply with R&M's Traveller Profile Process.

5. Payment

- 5.1 The Client shall pay the R&M Fees in accordance with this Clause 5 and the Payment Terms.
- 5.2 The Client shall pay the Transaction Costs to Service Providers. R&M may initially pay the Transaction Costs to the Service Provider on the Client's behalf, and then be reimbursed for such payment by the Client in accordance with the Payment Terms for Transaction Costs.
- 5.3 The Client acknowledges and agrees that the R&M Fees have been, and the Transaction Costs will be, calculated on the basis that any amounts received by R&M from any Service Providers are (and may be) retained by R&M and that R&M shall not be required to account to the Client in respect of any such sums.
- 5.4 The R&M Fees shall be adjusted by R&M with effect from the start of each Year by the percentage increase in the United Kingdom consumer prices index (all items) (as published by the Office for National Statistics) in the twelve (12) month period prior to the first day of such Year or 3% whichever is greater. R&M shall give the Client not less than one (1) month's prior written notice of any such increase.
- 5.5 Any refund requests made by the Client shall be dealt with pursuant to the refund procedure, as follows:
- If the Client wishes to claim a refund in respect of any unused or partially used ticket they must provide written or verbal instruction to R&M.
 - Following receipt of a refund Instruction R&M will confirm the refund process along with any associated fees and known cancellation penalties. Subject to the Client's agreement R&M will then apply for the refund from the Service Provider.
 - Where the method of payment for the Service was credit card, then once R&M has received the refund

from the Service Provider R&M will raise a credit note and the funds will be refunded to the credit card which was used to pay for the original ticket net of any applicable refund fees and such amount will be charged to the same credit card.

- Where the method of payment for the Service was invoice, then once R&M has received the refund from the Service Provider R&M will raise a credit note and the funds will be applied to the Client's trading account net of any applicable refund fees and such amount shall become due consistent with the terms associated with the trading account.
 - R&M accepts no responsibility for the amount a Service Provider elects to refund, nor the timeframe by which they undertake to do so.
 - Where the Client has failed to issue a Refund Instruction within the time period set out in the terms and conditions of any ticket, booking or similar, the Client shall be deemed to have waived its right to any such refund.
- 5.6 All sums to be paid by the Client under this Agreement shall be in Pounds Sterling (£).
- 5.7 Without prejudice to any other right or remedy of R&M, if the Client fails for any reason to make any payment of any sums under this Agreement by its due date then the Client shall pay R&M on demand interest on the unpaid amount at the rate of four percent (4%) per annum above the then current base rate of Lloyds Bank plc, from the due date for payment until payment is received in full and cleared funds by R&M.
- 5.8 If the Client has a bona fide dispute in respect of any invoice issued by R&M, it shall notify R&M in writing within fourteen (14) days of receipt of the invoice, giving all relevant details. Any invoice not so disputed within such fourteen (14) day period shall be deemed to be accepted by the Client and payment shall be made in accordance with this Agreement. The Client shall be entitled to withhold payment of the amount in dispute, but in the event that the dispute cannot be resolved informally it shall be resolved in accordance with Clause 18.
- 5.9 On settlement of any dispute the Client shall make the appropriate payment in accordance with this Agreement, and the Payment Period shall be deemed to commence on the date on which the dispute is resolved.
- 5.10 R&M may review and amend the Payment Terms during the Term on one (1) month's written notice should R&M's payment terms with a Service Provider be amended.

6. Insurance Policies

- 6.1 Each party shall maintain at its own cost such insurance policies as are appropriate and adequate for its obligations and liabilities under this Agreement.

7. Access to R&M Systems

- 7.1 The Client acknowledges and agrees that the purpose of the R&M Systems is to:
- R&M/Book – enable Users to arrange Transactions on R&M's self-booking platform;
 - R&M/Portal – enable Users to access R&M's online platform to check various information relating to the status of Transactions; and
 - R&M/Mobile – enable Users to arrange Transactions on R&M's self-booking platform and check various information relating to the status of Transactions via R&M's mobile application.
- 7.2 Subject to Clauses 7.6 and 7.7, R&M shall grant the Client and the Users a non-transferable, non-exclusive, non-sublicensable, royalty free licence to use the R&M Systems only to obtain the benefit of the Services during the Term.
- 7.3 The Client shall ensure that each User: (a) only accesses the R&M Systems from their designated work e-mail address or using Single-Sign-On technology configured to enable access directly from the Client's corporate network; and (b)

creates their own password and keeps it confidential from all others and only accesses the R&M Systems using such password.

- 7.4 The Client agrees to use all reasonable care in the use of the R&M Systems, in the arrangement of Transactions and in the care and use of the password(s). The Client is responsible for paying for all Transaction Costs for Transactions arranged via R&M Systems, even if such Transactions are arranged by mistake, by unauthorised employees or otherwise involve the misuse of password(s).
- 7.5 The Client shall not: (a) modify, create derivatives of, reverse engineer, decompile, disassemble or translate the R&M Systems or integrate the R&M Systems with any other software or introduce or allow the introduction of any viruses or any other contamination or harmful content into the R&M Systems; nor (b) disclose all or any portion of the R&M Systems to any third party.
- 7.6 The Client shall at all times comply, and ensure that all Users comply, with the R&M Website and Systems Terms and Conditions. The Client's or any User's access to the R&M Systems may be revoked by R&M at any time if the Client or any User breaches the R&M Website and Systems Terms and Conditions or this Agreement.
- 7.7 The Client acknowledges that, as between R&M and the Client, R&M shall own all Intellectual Property Rights contained or embedded within, or arising out of, the R&M Systems and all other R&M Confidential Information. Nothing in this Agreement shall cause the Client to acquire any right, title, or interest in the R&M Systems and all other R&M Confidential Information anywhere in the world, except as specifically stated in Clause 7.2.
- 7.8 R&M shall have no liability to the Client and the Client's Group whatsoever for any loss, damage, non-performance, delay, cost or expense arising out of or in connection with: (a) the Client's connectivity to the internet; (b) any computer virus or other contamination that is introduced by the Client, a User or third party onto the Client's hardware, software or other systems; (c) any failure, poor performance or non-performance by any hardware or software that is (i) owned by the Client or any User; or (ii) licensed by a third party to the Client or any User; (d) any failure by the Client to maintain any hardware or software required for use of the R&M Systems; and/or (e) any failure by the Client to comply with its obligations pursuant to this Clause 7.

8. Data Protection

- 8.1 In this Clause 8 and the Data Protection Schedule, the terms:
 - "Data Protection Legislation" means the United Kingdom Data Protection Act 2018, the GDPR and any domestic national laws in the United Kingdom regarding the processing of personal data;
 - "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
 - "controller", "processor", "personal data", "special category of personal data" and "processing" shall have the meaning set out in the UK GDPR;
 - "Data" means the personal data and any personal data which is in a special category of personal data of the Travellers and/or the Users, which is provided by the Client, Travellers and/or Users to R&M pursuant to this Agreement; and
 - "Sub-Processor" means in relation to personal data for which R&M is instructed to process on behalf the Client, an entity that is engaged by R&M as a subcontractor or sub-processor in respect of processing of such personal data.
 - "UK GDPR" means the GDPR as incorporated into the laws of the United Kingdom and amended by Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications

(Amendments etc) (EU Exit) Regulations 2020). References to the GDPR and Articles of the GDPR in this Agreement, shall include references to the UK GDPR and corresponding Articles of the GDPR.

- 8.2 The parties acknowledge that Data will be provided by the Client, Travellers and/or Users to R&M. The Client will act as a controller and R&M will act as a processor in relation to the Data. For the avoidance of doubt: (a) the Client and Service Providers shall be controllers of any Data R&M is required to provide to Service Providers in order to provide the Services; and (b) Service Providers shall not be regarded as "Sub-Processors" for the purposes of this Agreement.
- 8.3 The parties agree to comply with their respective obligations under the Data Protection Schedule.
- 8.4 The Client acknowledges and agrees that R&M may from time to time record telephone calls between the Client (including any of the Client's employees, agents or subcontractor) and R&M (including any of R&M's employees, agents or subcontractor). The Client shall inform its employees, agents, and/or subcontractors of the same and obtain their consent for the same.

9. Modern Slavery

- 9.1 Each party (including all of their directors, executive officers, agents, and employees) agree to fully comply with all Modern Slavery Law regarding its performance hereunder and should either party learn of or suspect that a transaction prohibited by Modern Slavery Law has occurred, such party will immediately notify the other in writing.

10. Anti-Bribery

- 10.1 Each party (including all of their directors, executive officers, agents, and employees) agree to fully comply with the Anti-Bribery Law regarding its performance hereunder and should either party learn of or suspect that a transaction prohibited by Anti-Bribery Law has occurred, such party will immediately notify the other in writing.

11. Confidentiality and Publicity

- 11.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party. Where disclosure is made to any employee, consultant, or agent, it shall be done subject to obligations equivalent to those set out in this Agreement and each party agrees to use all reasonable endeavours to ensure that any such employee, consultant or agent complies with such obligations; provided that each party shall be responsible to the other party for any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 11.2 The obligations of confidentiality in this Clause 11 shall not extend to any information which the disclosing party can show:
 - a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - b) was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
 - c) was independently disclosed to it by a third party entitled to disclose the same; or
 - d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 11.3 The Client hereby grants R&M a non-exclusive, non-transferable (except as permitted under Clause 15.1), revocable, limited right to use the Client name, trademarks,

and logos (collectively the “Client Marks”) in accordance with any Client trademark and logo use guidelines that the Client provides to R&M. Any public use by R&M of the Client Marks shall be subject to the Client’s prior consent, except that R&M may use the Client Marks to identify the Client as a client of R&M, including on the R&M corporate website.

12. Termination

- 12.1 Either party may terminate this Agreement if: (a) the other party materially breaches any of the terms of this Agreement and, if capable of remedy, fails to remedy such breach within 30 (thirty) calendar days of receipt of written notice detailing the breach and the steps required to remedy it; or (b) any sum payable under the Agreement is not paid within 7 (seven) days of its due date in accordance with this Agreement.
- 12.2 The termination of this Agreement shall not prejudice the rights and remedies of either party which may have accrued up to the date this Agreement terminates.
- 12.3 Termination of this Agreement shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.4 Upon termination of this Agreement:
 - a) subject to Clause 12.2, the relationship and obligations of the parties will cease hereunder other than as expressly provided for in this Clause 12;
 - b) subject to Clause 12.4(c) each of the parties shall immediately return to the other party (or, if the other party so requests by notice in writing, destroy) all of the other party’s property in its possession at the date of termination, including all of its Confidential Information and Data (including any copies) and shall make no further use of such Confidential Information and Data;
 - c) if a party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Clause 12.4(b), it shall notify the other party in writing and specify the documents or materials that it must retain; and
 - d) all amounts payable to R&M under the Agreement shall become due immediately and R&M may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Client shall pay these invoices within thirty (30) days of receipt of such invoice.

13. Liability

- 13.1 Nothing in this Agreement shall exclude or limit: (a) either party’s indemnification obligations, or (b) liability for death or personal injury caused by that party’s negligence or for fraud or fraudulent misrepresentation.
- 13.2 Neither party shall be liable (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise) arising out of or in connection with this Agreement for any indirect, special or consequential loss or damage howsoever caused.
- 13.3 Subject to Clauses 7.8, 13.1, 13.2 and 13.4, the maximum aggregate liability of R&M to the Client arising out of or in connection with this Agreement in any Year, howsoever arising, shall not exceed £10,000.
- 13.4 R&M shall have no liability to the Client and the Client’s Group for any loss, damage, non-performance, delay, cost or expense to the extent it arises out of or is connected to: (a) a breach by the Client of this Agreement or any act or omission of the Client, the Users, or a Service Provider; or (b) any fraudulent Transactions processed on the Client’s behalf as a result of the Client’s failure to comply with the Traveller Profile Process.

- 13.5 For the avoidance of doubt, the Client acknowledges and agrees that R&M shall not be liable to account to the Client for any liability arising from any failure by the Client to claim or request any refund that the Client may be entitled to under the terms of any ticket, booking or otherwise.
- 13.6 The limitations of liability set forth in this Clause 13 shall apply even if the non-breaching party’s remedies under this Agreement fail of their essential purpose.
- 13.7 Except as expressly set forth herein, R&M makes no representations or warranties whatsoever with respect to the services or the R&M systems, including any warranty of merchantability, fitness for a particular purpose, title, or infringement of a third party’s intellectual property rights, whether express or implied by relevant law, course of dealing, course of performance, usage of trade or otherwise.

14. Force Majeure

- 14.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure continues.
- 14.2 With the exception of payment obligations, neither party shall be liable to the other party for any loss, delay or failure arising as a result of a Force Majeure event.
- 14.3 If the Force Majeure event continues for longer than one (1) month the unaffected party may at any time whilst such Force Majeure event continues, by notice in writing to the other, terminate this Agreement.
- 14.4 If a Force Majeure event affects a Service Provider and this has an impact on the Client’s receipt of Services and/or any service provided by a Service Provider, then R&M shall, at the Client’s request, use its reasonable endeavours to assist the Client by sourcing alternative Service Provider services or other alternative arrangements and the Client shall pay R&M the costs and expenses incurred by R&M for providing such assistance.

15. Parties

- 15.1 Neither party may assign, delegate or sub-contract thereunder without the prior written consent of the other party.
- 15.2 This Agreement is between the parties hereto and there are no third-party beneficiaries.

16. Construction and Interpretation of this Agreement

- 16.1 This Agreement contains the entire agreement between the parties in relation to its subject-matter and supersedes any other agreement between the parties regarding the subject matter hereof. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation other than as expressly set out in this Agreement. The Client irrevocably and unconditionally waives any right it has or may have to claim damages for, and/or to rescind this Agreement because of breach of any warranty not contained in this Agreement, or any misrepresentation whether or not contained in this Agreement, and the Client agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract. Nothing in this sub-Clause shall exclude either party’s liability in respect of misrepresentations made fraudulently.
- 16.2 Except as provided herein, the rights and remedies of either party hereunder shall not be diminished or waived by granting any indulgence, forbearance or extension of time nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Agreement shall not be deemed to be a

waiver of any subsequent breach of that or any other provision.

17. Contract Administration

- 17.1 Any notices sent under this Agreement must be in writing and signed by or on behalf of the person giving it. A notice may be served by personal delivery or by sending the notice by recorded delivery at the other party's registered company address or at such other address as the relevant party may notify to the other in writing. Every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of two (2) days after despatch of the same if delivered by recorded delivery.
- 17.2 No modification of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties hereto.
- 17.3 This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same document. The parties agree that the signature of a party hereto conveyed by e-mail or digitally shall be valid and binding as if it was an original signature.

18. Law and Disputes

- 18.1 If any dispute arises in connection with this Agreement (including any question regarding its existence, validity or termination) the directors or other senior representatives of the parties with authority to settle the dispute will, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, then such

dispute shall be resolved in accordance with the remainder of this Clause 18.

- 18.2 This Agreement, except where expressly set out otherwise, shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction.
- 18.3 Subject to Clause 18.1 any and all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties irrevocably submit.

19. Non-Solicitation

- 19.1 In order to protect the legitimate business interests of R&M, the Client covenants with R&M for itself and as agent for its Group that it shall not (and shall procure that no member of the Client's Group shall) (except with the prior written consent of R&M or a member of the R&M Group):
 - a) attempt to solicit or entice away; or
 - b) solicit or entice away,

from the employment or service of R&M or the R&M Group the services of any R&M employee who is or has been involved in the provision of the Services to the Client.

20. Sanctions

- 20.1 Each party agrees to comply with applicable U.S. export and sanctions laws and regulations with respect to its activities hereunder.

Appendix 1

SERVICES (TRAVEL)

Range of services

The table below sets out the services that R&M may arrange on the Client's behalf, together with other Services and Solutions that R&M may provide upon request.

The R&M Fees payable in respect of the Services are detailed in the Fee Table in Appendix A to the Order Form. Additional R&M Fees will apply in respect of any Services provided to the Client which are not included in the Fee Table.

Those booking services generally available via an Online Booking Tool (OBT) are denoted with an Asterix.

CORE BOOKING SERVICES	SERVICE COMPONENTS	SCOPE OF SERVICE
AIR	<ul style="list-style-type: none"> ▪ Schedule Airlines (*) ▪ Internet Carriers (*) ▪ Consolidated Tickets ▪ Charter Airlines ▪ Private Charter ▪ Low cost carriers (*) ▪ Direct Connect content (*) 	<ul style="list-style-type: none"> ▪ Best Fares Comparison; ▪ R&M Private Fares; ▪ Creative Ticketing; ▪ Marketplace and tactical deals; Group Travel (subject to specialist fares relating to Group Travel).
ACCOMODATION	<ul style="list-style-type: none"> ▪ Domestic Hotel Reservations (*) ▪ International Hotel Reservations (*) ▪ Apartments ▪ B&B 	Access to the R&M negotiated rates, R&M Partnership rates and corporate rates (where loaded) and marketplace deals.
RAIL	<ul style="list-style-type: none"> ▪ UK Domestic Rail (*) ▪ Eurostar (*) ▪ Eurotunnel ▪ Continental Rail ▪ International Rail 	Reservations and Ticketing, including Creative Ticketing, Ticket On Departure, and Electronic Tickets.
CAR HIRE	<ul style="list-style-type: none"> ▪ UK (*) ▪ European (*) ▪ International Car Hire (*) 	Worldwide Negotiated Rates; Bespoke Arrangements.
FERRIES	<ul style="list-style-type: none"> ▪ UK ▪ European • International 	Reservations and ticketing.
MEETINGS & EVENTS DIVISION INC SPECIALIST GROUP TRAVEL (Services may be subject to a separate agreement)	<ul style="list-style-type: none"> ▪ Group Travel and accommodation ▪ Venue Finding ▪ Event Management & Production ▪ Conferences ▪ Incentives, Reward & recognition ▪ Strategic Meeting management programmes ▪ Delegate management ▪ Full end-to-end service in house ▪ Online Booking Portal <ul style="list-style-type: none"> - Domestic • International 	Extensive Venue Research and Selection Rate negotiations Budgeting & Financial control Booking and contracting of chosen Venue Group Travel Co-ordination Menu Selections Rooming List Co-ordination Pro-active Event Management Logistics/Operations Onsite
ONLINE	<ul style="list-style-type: none"> ▪ Air Reservations ▪ Hotel Reservations ▪ UK Domestic Rail Reservations ▪ Eurostar Reservations • Car hire Reservations 	Access and use of on-line self-booking tools, including a help desk service.

ADDITIONAL SERVICES & SOLUTIONS	SERVICE COMPONENTS	SCOPE OF SERVICE
EMERGENCY TRAVEL SERVICES & RAPID RESPONSE UNIT	<ul style="list-style-type: none"> • 24 hour / 365 days a year • R&M in-house team • Incident Management Unit 	R&M Emergency Travel Service (ETS); Electronic Incident Updates/Incident Management Unit (IMU) and Travel Bulletins. RRU support as required.
PASSPORT & VISA SERVICES	<ul style="list-style-type: none"> • Passport & Visa Service 	Assistance with supply and completion of application forms; Delivery/ Collection of Applications (dependent upon Client location).
ANCILLARY SERVICES (at request and subject to additional fees)	<ul style="list-style-type: none"> • Meet & Greet Services • Regular Newsletters/Updates • Traveller Profile Database • Event/Theatre Tickets • International Fares Desk • Airport Assistance • Ground Transportation (Chauffeur / Airport Transfers) • Bus/Coach Hire • Parking • Advisory Facility • Couriers • Special Delivery • Private Air Charter • Lounge Passes • Agent Assistance (baggage, meals, seat allocation - post ticket issue) • Billback service (Virtual Card - Client) • Billback service (Virtual Card - R&M)* • Billback service (Non-Virtual Card) • Amendments / Refunds / Cancellations • Ferries UK, European and International Ferry Reservations 	
R&M/PORTAL	<ul style="list-style-type: none"> • Access to R&M/Book • Flight schedules & availability • Traveller Profiles • R&M Client MIS and R&M Portal • Access to Trip Itineraries • Access to R&M/Insights (Reporting) • Traveller Tracking • Invoice Re-prints 	Access instant 'live' availability; Profile build and maintenance, access to R&M standard reports and Location maps for Traveller.
FINANCIAL SUPPORT	<ul style="list-style-type: none"> • In-house Refund Team • Lodge and Credit Card processing & reconciliation services • Customised pricing models • Hotel Bill Back services • Expense handoffs • 	Timely processing of refunds (upon request) Invoice Processing - geared to individual Client requirements; Dedicated Finance Contact; Tailored to meet Client requirements.
MANAGEMENT INFORMATION AND REPORTING	<ul style="list-style-type: none"> • Comprehensive Management Information & Ad-hoc MI support • Financial Data Hand Offs 	Access to management information from R&M Portal standard suite of reports. Capture and Validation of up to 10 Reference Codes (e.g. cost centre, matter numbers, employee codes) Automated data feeds to 3 rd party security providers.
TRAVEL PROGRAMME MANAGEMENT	<ul style="list-style-type: none"> • Oversight of client relationship 	<ul style="list-style-type: none"> • Standard service set up support by dedicated Team of consultants. • Standard 2-hour SLA. • Offline and Online Clients supported.

		<ul style="list-style-type: none"> • Digital Marketing via Email. • Annual review on request. • Self service reporting via Reed and Mackay Portal. • Additional ad hoc reports provided for a fee. • Basic account support provided by Team Leader.
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The services – R&M/Book

R&M/BOOK: SCOPE OF SERVICE

Where the Client opts to use R&M/Book, R&M can provide support through its online support unit. R&M/Book is accessed via the R&M/Portal.

If the parties agree in writing, R&M will provide initial training, supporting documentation and regular User updates in relation to accessing R&M/Book. It is the Client’s responsibility to suggest Users refer to this documentation prior to calling for support.

If a call to the team results in an Online Transaction becoming a High Touch / Offline Transaction or if the level of support required in relation to an Online Transaction is equivalent to that of a High Touch / Offline Transaction, then such Transaction will attract the relevant High Touch / Offline Transaction R&M Fee. Once the ticket has been issued any changes or amendments to the reservation should be made via an R&M travel consultant as fare rules and ticket restrictions may require R&M travel consultant knowledge.

R&M provide online third party tools to assist Travellers with travel requirements; however it is the Traveller’s responsibility to check all requirements prior to booking and travelling – including but not limited to passport and visa and medical requirements including but not limited to covid testing and vaccination requirements and entry restrictions and quarantine. Travellers should ensure that they have all correct documentation be that electronic or paper for travel.

R&M/Book enables the Client to make travel reservations as outlined by an asterix (*) in the above matrix (including air, rail, ground transportation and hotels), process travel authorisations and produce itineraries.

Using R&M/Book excludes a number of value added services traditionally provided by R&M, such as hotel no-show waivers. Within R&M/Book the Client has the option to purchase online check-in. This can be switched on or off upon request.

R&M/BOOK: SUPPORT SERVICES

Assistance will normally be available from 08:30 AM to 6.00 PM, during Business Days. Support will not be available during days such as public holidays or the weekend when business transactions do not take place unless the parties otherwise agree in writing in advance.

Training Support

R&M shall provide R&M/Book training videos to the Client for training staff, Travellers and Users.

General and Technical Support

R&M shall provide the Client (R&M/Book) with support services to address general and technical issues arising through Client use of R&M/Book.

For general queries on using R&M/Book, general support is available to the Client via their R&M travel team. Where further technical support is required, the query shall be reassigned by the R&M travel team to the Technical Support team.

No additional R&M Fees shall be payable for general support queries (subject to reasonable usage), unless:

- in R&M’s opinion, the query results in a level of support for an Online Transaction equivalent to that of a High Touch Transaction, or
- the query results in a High Touch Transaction being required. R&M Fees for a High Touch Transaction shall be payable, unless the High Touch Transaction was necessitated due to a technical fault with R&M Systems.

Technical Support Service

For technical issues arising with R&M/Book, technical support will be provided to the Client by R&M’s Technical Support team for IT relating issues that require investigation beyond the scope of the general support service (such as software bug fixes). Technical queries should be initially directed as general support queries to the R&M travel team.

When a technical issue arises, where possible, Clients should provide details of the problem, Traveller, route, dates, times and search preferences.

Reasonable Usage: Support services are subject to reasonable usage, which is intended to be exceptional or occasional: the Client, Travellers and Users should be self-sufficient, proficient in performing Online Transactions and should research their trips, compare prices, and familiarise themselves with fare rules.

Out of Hours: If live support is availed of outside of the hours or days specified below, R&M Fees for Emergency Travel Service (ETS) shall be payable by the Client.

The services – third party online booking tool (“OBT”)

If the Client opts to use a third party online booking tool (OBT), R&M can provide support through its online support unit at an additional charge. OBTs are either third party providers selected by R&M and accessed via the R&M Systems or those selected by the Client directly.

If the parties agree in writing, R&M will provide initial training, supporting documentation and regular User updates in relation to accessing OBTs via the R&M Systems. It is the Client's responsibility to suggest that Users refer to this documentation prior to calling for technical support.

R&M may invoice the Client for the relevant High Touch / Offline Transaction R&M Fee if Users call for technical support in respect of an Online Transaction (unless the reason for technical support requirement has been caused by R&M's service failure).

R&M provide online third party tools to assist Travellers with travel requirements; however it is the Traveller's responsibility to check all requirements prior to booking and travelling – including but not limited to passport and visa and medical requirements including but not limited to covid testing and vaccination requirements and entry restrictions and quarantine. Travellers should ensure that they have all correct documentation be that electronic or paper for travel.

General and Technical Support

R&M shall provide the Client with support services to address general and technical issues arising through Client use of the third party booking tool. Contact details for support services shall be provided to the Client by R&M.

Reasonable Usage: Support services are subject to reasonable usage, which is intended to be exceptional or occasional: the Client, Travellers and Users should be self-sufficient, proficient in performing Online Transactions and should research their trips, compare prices, and familiarise themselves with fare rules.

Out of Hours: If live support is availed of outside of normal R&M business hours, R&M Fees for Emergency Travel Service (ETS) shall be payable by the Client.

Changes to reservations where tickets have been issued: these must be made through the R&M travel team and R&M Fees shall be payable for High Touch Transactions in this regard.

General Support Service (R&M Travel Team)

For general queries on using Concur, general support is available to the Client via their R&M travel team. Where further technical support is required, the query shall be reassigned by the R&M travel team to the Technical Support team.

No additional R&M Fees shall be payable for general support queries (subject to reasonable usage), unless:

- in R&M's opinion, the query results in a level of support for an Online Transaction equivalent to that of a High Touch Transaction, or
- the query results in a High Touch Transaction being required. R&M Fees for a High Touch Transaction shall be payable, unless the High Touch Transaction was necessitated due to a technical fault with R&M Systems.

Technical Support Service

For technical issues arising with the third party online booking tool, technical support will be provided to the Client by R&M's Technical Support team for IT relating issues that require investigation beyond the scope of the general support service (such as software bug fixes). Technical queries should be initially directed as general support queries to the R&M travel team.

When a technical issue arises, where possible, Clients should provide details of the problem, Traveller, route, dates, times and search preferences.

The services – (high touch / offline)

The service provided by R&M will be a corporate travel management service to include the following:

1.1 Air and Ground Transportation

R&M shall book, amend and cancel air and ground transportation bookings and, at the time of booking, the R&M travel consultant will offer a cost-effective alternative where applicable and endeavour to offer lowest fares available, provided that the fares are within the constraints of the Traveller's request for the journey in question.

The R&M travel consultant shall make the Traveller aware of any restrictions and conditions which may be applicable to fares.

Where applicable, all offers will be in accordance with the Client's travel policy (where the same has been provided to R&M) including the use of any preferred Service Providers as specified and communicated by the Client. R&M shall issue e-ticket confirmations which will include additional flight, airport and destination information (if requested) and ticket terms and conditions.

1.2 Accommodation

R&M shall book, amend and cancel hotel bookings and, at the time of booking, the R&M travel consultant shall source a range of options and rates including Client corporate rates, R&M rates, R&M partnership rates, and tactical offers when available. Where a Client rate exists, R&M will bench mark the Client rate against the R&M rate and other tactical deals in order to secure the best available rate.

R&M may also identify alternative hotels for consideration that may be of interest to the Traveller.

1.3 Processing Travel Authorisations

Upon the request of the Client, R&M shall adhere to the Client's travel procedure and endeavour to ensure that travel authorisation and entitlement is monitored and applied in accordance with the Client's requirements.

1.4 Itineraries

Itineraries shall be provided for all reservations.

Additional services

1.5 Emergency Travel Service (ETS)

An emergency corporate travel service shall be provided outside of office hours and during public holidays in support of all Transactions placed with R&M. Office hours are 08:30 – 18.00hrs, on Business Days. All enquiries outside of office hours should be made by telephone to the ETS Team. Telephones are automatically directed to the R&M ETS Team outside of office hours.

Please note: emails are not the preferred method of access for the ETS team.

1.6 R&M's Rapid Response Unit

In the event of extraordinary circumstances resulting in disruption, such as Force Majeure, R&M will deliver services to the Client and Travellers using its Rapid Response Unit. In these circumstances, R&M reserves the right to charge additional R&M Fees for use of its Rapid Response Unit.

1.7 Passport and Visa Procurement

- Notification of any passport and visa requirements shall always be given at the earliest opportunity.
- Where requested, R&M will supply all necessary forms and provide assistance in the processing of applications.
- Where passports and visas are required, applications should be made at the earliest opportunity to avoid delays.
- R&M will ensure that applications are processed in a timely manner, at all times taking into account the intended dates of travel.
- Note: R&M cannot be held responsible for ad-hoc Embassy closures or changes to processing requirements.
- Although R&M will check applications prior to lodging, the Traveller is responsible for ensuring accurate completion of the required forms, and supply of the relevant documentation e.g. passport, photographs, invitation/Client letter of invitation as required for the application.
- Failure to comply with the minimum processing time stated by the relevant Embassy can result in delays and cancellations, including the prevention of travel if documents are retained by the Embassy. R&M is not responsible for any delays or rejection of passports/visas.

1.8 Management Information

Standard

R&M will make available management information reports and business intelligence dashboards from the R&M standard reporting suite within R&M/Portal.

Premium

Within R&M/Insights the Client can opt for the Premium reports package, for which additional fees shall apply.

Custom

R&M can make available customised and tailored reports to meet the Client's specific requests. Additional fees shall apply and will be advised as each request is made according to the requirement.

1.9 Administrative Duties

Peripheral administrative duties are excluded from the Services. In the event that the Client requires such additional Services the Client must communicate such requests to R&M following which R&M shall determine if it can perform such request and agree the R&M Fees with the Client in respect of such Services.