

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;

“**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not limited to the *Bribery Act 2010*, *US Foreign Corrupt Practices Act 1977*, and relevant legislation as amended, superseded or replaced from time to time during the term of this Agreement;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 New York City;

“**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;

“**CPI**” means the U.S. Bureau of Labor Statistics’ All Items Consumer Price Index for All Urban Consumers for the US City Average, 1982-1984 = 100 Base, or most recent standard reference base if any, as reported by the US Department of Labor’s Bureau of Labor Statistics;

“**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;

“**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 USA Order Form or the Agreement for Corporate Travel Management and Meetings & Events Services USA Order Form (as applicable);

“**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 Inc. (Registered in USA No. 5783024) a Delaware corporation with its principal office located at 1900 Market Street, Philadelphia, Pennsylvania 19103;

“**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; (iv) R&M’s interface to various Third Party Online Booking Tools; (v) any other electronic system or software exclusively owned by, or licensed to, R&M; and (vi) Concur, a self-booking technology platform (where applicable);

“**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 authorized 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 States;

“**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;

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

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

“**User**” means any of the Client’s officers, agents, employees, consultants, subcontractors and other similar persons (who may or may not also be Travelers) who register 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; 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 sales tax 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 the 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 0 and 13.3) shall continue in

force thereafter, unless and until either party gives to the other not less than six (6) 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 authorizes 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 fulfill its obligations under this Agreement; (b) obtain and maintain all hardware and software within the Client's organization necessary for R&M to provide the Services and operate its software; and (c) comply with R&M's Traveler Profile Process.

5 Payment

- 5.1 The Client shall pay the R&M Fees in accordance with this Clause 5 the Payment Terms. The R&M Fees shall be adjusted by R&M with effect from the start of each Year by not less than the percentage increase in the CPI in the twelve (12) month period prior to the first day of such Year. R&M shall give the Client not less than one (1) month's prior written notice of any such increase.
- 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 Any refund requests made by the Client shall be dealt with pursuant to the refund procedure, as follows:
 - a) 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.
 - b) 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.
 - c) 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.
 - d) Where the method of payment for the Service was invoice, then 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.

- e) R&M accepts no responsibility for the amount a Service Provider elects to refund, nor the timeframe by which they undertake to do so.
- f) 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.
- 5.5 All sums to be paid by the Client under this Agreement shall be in United States Dollars (\$).
- 5.6 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 the due date for payment then (i) the Client shall pay R&M on demand, interest on the unpaid amount at the lesser of rate of 1.5% per month or the highest rate permitted by applicable law from the due date for payment until payment is received in full and cleared funds by R&M; and (ii) R&M shall be entitled to suspend the Services until such time as payment is received by R&M.
- 5.7 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 0.
- 5.8 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.
- 5.9 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:
 - (a) R&M/Book - enable Users to arrange Transactions on R&M's self-booking platform;
 - (b) R&M/Portal - enable Users to access R&M's online platform to check various information relating to the status of Transactions;
 - (c) 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; and
 - (d) Interface with various Third Party Online Booking Tools (enabling Users to arrange Transactions on various Third Party Online Booking Tools).
- 7.2 Subject to Clause 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 unauthorized 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; (e) any failure by the Client to comply with its obligations pursuant to this Clause 0; and/or (f) any failure (whether act or omission), performance or other action attributable to any Third Party Online Booking Tool.

8 Data Protection

- 8.1 In this Clause 7.8 and the Data Protection Schedule, the terms: "**Data**" shall mean the personally identifiable information of the Travelers, which is provided by the Client to R&M pursuant to this Agreement; "**Data Protection Legislation**" means any applicable national or international laws regarding the processing of personal data; 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.
- 8.2 The parties acknowledge that Data will be provided by the Client, Travelers and/or Users to R&M. The Client will ensure it has all rights necessary and consents to lawfully provide Data to R&M for its use consistent with the terms of this Agreement.
- 8.3 R&M shall use the Data only to perform its obligations under this Agreement.
- 8.4 The Client acknowledges and agrees, and shall ensure that the Travelers acknowledge and agree, that it is necessary for R&M to provide Data to Service Providers to provide Services.
- 8.5 Without prejudice to Clause 8.4 and notwithstanding any other provision in this Agreement, the Client: (a) hereby consents to R&M transferring Data to any Service Provider to supply the Services; and (b) shall ensure that the Travelers have each given their consent to R&M transferring the Travelers' Data to Service Providers to supply the Services.
- 8.6 R&M shall have no liability to the Client, any member of the Client's Group or any Traveler arising out of or in connection

with any Service Providers' processing, using, misusing, losing, damaging or corrupting Data, or otherwise infringing a person's rights in relation to Data.

- 8.7 The parties agree to comply with their respective obligations under the Data Protection Schedule.
- 8.8 The Client acknowledges and agrees that R&M may record telephone calls between the Client (including any of the Client's employees, agents or subcontractors) and R&M (including any of R&M's employees, agents or subcontractors), and the Client shall inform its employees, agents, and/or subcontractors of the same and obtain their consent for the same.
- 8.9 Where applicable R&M shall not retain, use or disclose Data for any purpose other than for the specific purpose of performing the Services specified in the Agreement, or as otherwise permitted by the California Consumer Privacy Act of 2018 (the "CCPA"), including retaining, using, or disclosing the Data for a commercial purpose other than providing the Services specified in the Agreement. R&M may retain, use, or disclose Personal Data obtained in the course of providing the Services: (a) to retain and employ another Subcontractor; (b) for internal use by R&M to build or improve the quality of its services, (c) to detect data security incidents, or protect against fraudulent or illegal activity; (d) to comply with federal, state, or local laws; (e) to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; (f) to cooperate with law enforcement agencies concerning conduct or activity that R&M reasonably and in good faith believes may violate federal, state, or local law; or (g) to exercise or defend legal claims.

9 Anti-Bribery and Modern Slavery

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

10 Confidentiality and Publicity

- 10.1 Each party shall use commercially reasonable efforts to maintain the confidentiality of all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement, which shall be no less than efforts used by a party to maintain the confidentiality of its own Confidential Information, and shall not use or disclose the same except 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 shall use commercially reasonable efforts 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 such persons.
- 10.2 The obligations of confidentiality in this Clause 10 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.
- 10.3 The Client hereby grants R&M a non-exclusive, non-transferable (except as permitted under Clause 14.1), 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.

11 Termination

- 11.1 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 thirty (30) 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 seven (7) days of its due date in accordance with this Agreement.
- 11.2 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.
- 11.3 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.
- 11.4 Upon termination of this Agreement:
 - (a) subject to Clause 11.2, the relationship and obligations of the parties will cease hereunder other than as expressly provided for in this Clause 0;
 - (b) subject to Clause 11.4(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 11.4(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.

12 Liability

- 12.1 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.
- 12.2 Neither party shall be liable arising out of or in connection with this Agreement for any punitive, indirect, exemplary, incidental, special or consequential loss or damage, lost profits or revenues or diminution in value, regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages, and (c) the legal or equitable theory upon which the claim is based.
- 12.3 Subject to Clauses 7.8, 8.6, 12.1, 12.2 and 12.4, 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 \$100,000.

- 12.4 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 Traveler Profile Process.

- 12.5 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.

- 12.6 The limitations of liability set forth in this Clause 0 shall apply even if the non-breaching party’s remedies under this Agreement fail of their essential purpose.

- 12.7 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.

13 Force Majeure

- 13.1 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.

- 13.2 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.

- 13.3 If the Force Majeure event continues for longer than one (1) month either party may, by notice in writing to the other, terminate this Agreement.

- 13.4 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 endeavors 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.

14 Parties

- 14.1 Neither party may assign, delegate or sub-contract thereunder without the prior written consent of the other party.

- 14.2 This Agreement is between the parties hereto and there are no third-party beneficiaries.

15 Construction and Interpretation of this Agreement

- 15.1 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.

- 15.2 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.

16 Contract Administration

- 16.1 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.
- 16.2 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.
- 16.3 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.

17 Law and Disputes

- 17.1 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 0.
- 17.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction.
- 17.3 Subject to Clause 17.1 any and all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the courts, state and federal, sitting in New York City to which the parties irrevocably submit.

18 Non-Solicitation

- 18.1 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.

19 Sanctions

- 19.1 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.

SERVICE TYPE	SERVICE COMPONENTS	SCOPE OF SERVICE
AIR	<ul style="list-style-type: none"> Scheduled Airlines Internet Carriers Consolidator Tickets Charter Airlines Private Charter 	<ul style="list-style-type: none"> Client Negotiated Fares R&M Private Fares Creative Ticketing Marketplace and Tactical Deals Client Negotiated Fares
HOTELS	<ul style="list-style-type: none"> Domestic Hotel Reservations International Hotel Reservations 	<ul style="list-style-type: none"> Access to the R&M negotiated rates, R&M partner Consortium rates and corporate rates (where in use) and marketplace deals
RAIL	<ul style="list-style-type: none"> AmTrak, British Rail, Eurostar, Continental Rail, International Rail 	<ul style="list-style-type: none"> Reservations and Ticketing including Creative Ticketing, and Ticket On Departure
CAR RENTAL	<ul style="list-style-type: none"> Domestic Car Rental International Car Rental 	<ul style="list-style-type: none"> R&M negotiated rates, Client negotiated rates
FERRIES	<ul style="list-style-type: none"> Ferry Reservations 	<ul style="list-style-type: none"> Reservations and Ticketing
ONLINE	<ul style="list-style-type: none"> Air Reservations Hotel Reservations Car Rental Reservations Amtrak and other rail reservations 	<ul style="list-style-type: none"> Access and use of online self-booking tools, including a help desk service
RAPID RESPONSE UNIT	<ul style="list-style-type: none"> 24 hour / 365 days a year Dedicated R&M in-house team - Incident Management Unit 	<ul style="list-style-type: none"> Electronic Updates and Travel Bulletins. RRU support as required
PASSPORT & VISA SERVICES	<ul style="list-style-type: none"> Passport & Visa Advisory Service 	<ul style="list-style-type: none"> Assistance with confirming all required documentation including passport and visa information
ANCILLARY SERVICES	<ul style="list-style-type: none"> Online Check-In Black Car Services Meet & Greet Services Newsletters/Updates Traveler Profile Database Translation Services 	<ul style="list-style-type: none"> A 'One Stop Shop' for all your travel requirements
R&M CLIENT PORTAL	<ul style="list-style-type: none"> Flight schedules & availability Traveler Profiles R&M Client MIS reporting Traveler Tracking Risk Reports Invoice Re-prints R&M Hotel Program 	<ul style="list-style-type: none"> Access instant 'live' availability Profile build and Maintenance Access to R&M standard reports Traveler Tracking Tools and Risk Maps

	<ul style="list-style-type: none"> Navan Lodging Collection Hotel Program Covid-19 Information and Alerts 	
FINANCIAL SUPPORT	<ul style="list-style-type: none"> In-house Refund Team Lodge and Credit Card processing Custom pricing models Hotel Direct Bill Services Credit card reconciliation (chargeable) 	<ul style="list-style-type: none"> Prompt processing of refunds Invoice Processing - geared to 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 (chargeable) Duty of Care 	<ul style="list-style-type: none"> Access to management information from R&M's standard suite of reports, R&M/Insights Capture and Validation of up to 10 Reference Codes (e.g. cost center, matter numbers, employee codes) Automated data feeds to third party security providers
ADDITIONAL R&M SERVICES	<ul style="list-style-type: none"> Account Management/Client Services 	<ul style="list-style-type: none"> Business Planning & Review Process Travel Policy Development Industry & Peer Benchmarking Policy Compliance Average Rate Tracking Air Analytics: Preferred Airline Negotiation and Analysis Custom Hotel Programs and Negotiation of Hotel Rates Process Improvement R&M Pre-Trip Approval Security/Repatriation guidance Mobile Travel Manager Customer Surveys
CUSTOM REPORT WRITING AND ANALYSIS TOOLS	<ul style="list-style-type: none"> In-house R&M Report Writing Team and Analysts 	<ul style="list-style-type: none"> Scope, price and deliver custom reports and analysis tools

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 endeavor to offer lowest fares available, provided that the fares are within the constraints of the Traveler's request for the journey in question.

The R&M travel consultant shall make the Traveler 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 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 Hotels

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 Traveler.

1.3 Processing Travel Authorizations

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

1.4 Itineraries

Itineraries shall be provided for all reservations electronically.

Additional Services

1.5 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 Travelers 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.

1.6 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 advice and guidance.
- Where passports and visas are required, applications should be made at the earliest opportunity to avoid delays.
- Note: R&M cannot be held responsible for ad-hoc Embassy closures or changes to processing requirements.
- 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.

1.7 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 customized 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.

1.8 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.

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 technical support.

R&M shall charge the Client for the relevant High Touch / Offline Transaction R&M Fee if Users call for technical support in respect of an Online Transaction and the call results in a booking being made.

R&M provide online third party tools to assist Travelers with travel requirements; however it is the Traveler's responsibility to check all requirements prior to booking and traveling – 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. Travelers should ensure that they have all correct documentation be that electronic or paper for travel.

Technical Assistance

R&M will provide the following technical assistance:

First Level Assistance: - Technical Support

Such assistance will be managed by the R&M online support team responsible for providing technical solutions in the event that the User or Traveler is unable to complete or amend a booking.

Second Level Assistance:

Such assistance will be provided by the IT Development team at R&M which is responsible for providing technical solutions that require further investigation beyond the ability of the R&M online support team. Such issues may sometimes lead to an error (bug) or system enhancement being raised.

Responsibilities of Those Making a Request

All errors must be reported to the R&M online support team. When contacting the R&M online support team help desk please provide the following information:

Problem:

- e.g. cannot find BD 02 LHRGLA 0820 I usually take this flight but it is not displaying.
- e.g. Error message displaying 'unable to price/book itinerary please contact travel administrator'
- A screen shot of an error message is also useful

Traveler:

e.g. John Smith

Route:

e.g. LON-Glasgow (NB: this must be exactly the same as you have entered for example LON or LHR?)

Dates/Times:

e.g. 29Jun 0700/30Jun1700

Search Preferences:

E.G. Search by Price or Schedule?

Methods of Contact

The online support team acts as a central point of contact for all technical online queries prior to ticketing.

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. Once a reservation is passed onto the travel desk it will no longer be treated as an Online Transaction and will be charged as a High Touch / Offline Transaction.

Return on Investment

It should be noted that Travelers using R&M/Book are expected to become proficient users, and therefore self-sufficient in making and dealing with Online Transactions. This means that Travelers using R&M/Book are expected to research their trips, compare prices, and familiarize themselves with fare rules.

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.

If a call to the online support 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.

Commercial Terms

R&M's commercial proposal is based on a reasonable usage of the online support team. Where it is deemed that the Client's usage of the online support team is unreasonable, R&M reserves the right to raise this issue with the Client and discuss a financial adjustment being made in respect of the additional support resource being provided.

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

If the Client opts to use a Third Party Online-Booking Tool, R&M can provide support through its online support unit. 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 Travelers with travel requirements; however it is the Traveler'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. Travelers should ensure that they have all correct documentation be that electronic or paper for travel.

Technical Assistance

R&M will provide the following technical assistance:

First Level Assistance: - Technical Support

Such assistance will be managed by the R&M online support team responsible for providing technical solutions in the event that the User or Traveler is unable to complete or amend a booking.

The First Level Assistance shall be the sole responsibility of the R&M online support team, which will be the unique contact point between the relevant OBT supplier and User/Traveler regarding technical assistance.

Second Level Assistance:

Such assistance will be provided by the OBT supplier responsible for providing technical solutions that require further investigation beyond the ability of R&M. Such issues may sometimes lead to an error (bug) or system enhancement being raised. R&M will manage the escalation of this issue directly with the supplier. Each supplier has an individual SLA with R&M which defines service levels by severity level.

Responsibilities of Those Making a Request

All errors must be reported to the R&M online support team. When contacting the R&M online support team help desk please provide the following information:

Problem:

- e.g. cannot find BD 02 LHRGLA 0820 I usually take this flight but it is not displaying.
- e.g. Error message displaying 'unable to price/book itinerary please contact travel administrator'
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Traveler: e.g. John Smith

Route: e.g. LON-Glasgow (NB: this must be exactly the same as you have entered for example LON or LHR?)

Dates/Times: e.g. 29Jun 0700/30Jun1700

Search Preferences: E.G. Search by Price or Schedule?

Methods of Contact

The online support team acts as a central point of contact for all technical online queries prior to ticketing.

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. Once a reservation is passed onto the travel desk it will no longer be treated as an Online Transaction and will be charged as a High Touch / Offline Transaction.

Return on Investment

It should be noted that Travelers using OBTs are expected to become proficient users, and therefore self-sufficient in making and dealing with Online Transactions. By definition this means that Travelers using OBTs are expected to research their trips, compare prices, and familiarize themselves with fare rules.

Using an OBT excludes a number of value added services traditionally provided by R&M such as online check-in and hotel no-show waivers.

If a call to the online support 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.

Commercial Terms

R&M's commercial proposal is based on a reasonable usage of the online support team. Where it is deemed that the Client's usage of the online support team is unreasonable, R&M reserves the right to raise this issue with the Client and discuss a financial adjustment being made in respect of the additional support resource being provided.

Service response and service levels for OBTs will vary according to the selected OBT and will be appended as appropriate to this Agreement.