



## TRAVELPERK | STANDARD BUSINESS TRAVEL SERVICE TERMS

These Standard Business Travel Service Terms (the **Terms**, including all schedules and appendices hereto) govern a Customer's acquisition and use of TravelPerk's services (the **Services**, as defined in the Appendix to these Terms).

A Customer agrees to these Terms if it clicks to accept them or executes an Order Form that references these Terms. If you are accessing or using the Services on behalf of your company, you represent that you are authorised to accept these Terms on behalf of your company, and all references to "you" or "Customer" reference your company.

TravelPerk (acting through the entity detailed in any Order Form or by reference to Clause 16 below) reserves the right to update, revise or amend the Terms at any time, in which case it will provide the Customer with reasonable prior notice (including its updated Standard Business Travel Service Terms, and the date by which will they take effect). Customer's continued use of the Platform and Services following such date shall constitute Customer's acceptance of such terms. Customer may vary certain Services it receives from TravelPerk directly through the Platform (including the nature of its subscriptions).

These Terms were last updated on 30 May 2023.

### STANDARD TERMS

#### 1 DESCRIPTION

- 1.1 TravelPerk aggregates and displays a variety of business travel services offered by third party travel service providers, and provides its customers the opportunity to book and administer those services through its Platform. The Platform is designed to operate on the latest officially released versions of iOS and Android mobile operating systems and is accessible through Chrome, Firefox, Safari and Microsoft Edge browsers.
- 1.2 This Agreement shall govern all bookings for business travel services made by the Customer (through its Travellers) on the Platform (or via a TravelPerk support channel) for the duration of the Agreement.
- 1.3 In these Terms capitalised terms shall have the meanings given to them in the Appendix.

#### 2 PLATFORM SERVICES

- 2.1 TravelPerk will provide to Customer the Services selected by the Customer on the Platform or as may be indicated in the Order Form. Any terms and conditions set forth in this Agreement regarding each Service shall only be applicable to Customer to the extent that Customer has hired that specific Service.
- 2.2 Where agreed to by TravelPerk in writing, Customer may extend the benefit of its access to the Platform / use of the Services to certain of its Affiliate(s).
- 2.3 TravelPerk will provide the Services:
  - a) with reasonable skill and care; and
  - b) in accordance with all laws and regulations.
- 2.4 TravelPerk will maintain all licences and permissions necessary for it to perform its obligations under this Agreement.
- 2.5 The Customer's use of the Services is not contingent on TravelPerk's delivery of any future functionality or feature, or dependent on any comments made by TravelPerk (through its personnel) regarding the same.
- 2.6 The Services are made available to facilitate in-real life connections for business purposes only. TravelPerk reserves the right to suspend or terminate this Agreement immediately on becoming aware that Customer is enabling its users to consume the Services to facilitate leisure travel.

- 2.7 TravelPerk and Customer each agree that the Agreement is a "general agreement" for the booking of travel services in connection with the Customer's trade, business, craft or profession and therefore outside the scope of the Package Travel Directive (Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015) ("PTD") and any laws and regulations implemented by European member states to give effect to the PTD, and where applicable, the Civil Aviation (Air Travel Organiser's Licensing) Regulations 2012. As such, these regulations shall not apply to TravelPerk's provision of/and Customer's receipt of the Services contemplated under this Agreement.

### **3 TRAVEL SUPPLIER SERVICES**

The parties shall follow the required process and terms of the Travel Supplier for modification and cancellation of bookings. If a booking is refundable and Customer wants to modify or cancel a booking, TravelPerk will refund to Customer the corresponding booking charge less any deductions applied by the Travel Supplier for such cancellation or modification. Information regarding such deductions shall be made available to Travellers via the Platform. Any refund(s) shall be applied to the original payment method for automatic payment methods or, for other payment methods, by discounting such charge from Customer's next invoice or by credit note. If Customer has hired FlexiPerk, the specific terms of such Service shall apply.

### **4 CUSTOMER RESPONSIBILITIES**

- 4.1 To access the Platform and benefit from the Services, Customer (through its Travellers) must create accounts.
- 4.2 Customer shall be responsible for:
- a) both its own and any TravelPerk approved Customer Affiliate's compliance with this Agreement;
  - b) procuring that each account is unique to a specific Traveller (who is an employee or representative of Customer or any TravelPerk approved Affiliate);
  - c) procuring that Traveller account credentials (i.e. logins/passwords) are kept safe and confidential;
  - d) procuring that each Traveller only books business travel services connected with Customer's trade, business, craft or profession;
  - e) the quality, legality and accuracy of Customer and Traveller data uploaded to the Platform;
  - f) promptly notifying TravelPerk if Customer discovers that the security of any Traveller access credential or integrated third party service may have been compromised;
  - g) the integration and operation of any third-party service with which Customer uses or receives the benefit of the Services, including Customer's compliance with the terms of such third-party service; and
  - h) compliance with all applicable laws and regulations (save for those for which TravelPerk is expressly responsible under these Terms).
- 4.3 Customer shall not access/or use the Platform and/or Services in any way that threatens the continued viability, security or availability of the Platform.
- 4.4 In relation to its Affiliates (registered under the Customer's account) the Customer acknowledges and agrees that it:
- a) is legally responsible for any liability created by such Affiliate(s);
  - b) shall procure such Affiliate's compliance with all terms of this Agreement (as if it were a party to it); and
  - c) indemnifies and holds TravelPerk harmless for any breach of this Agreement by Affiliates.
- 4.5 Where, for the purpose of using the Services or the Platform, Customer is given access to any TravelPerk APIs, Customer acknowledges and agrees that:
- a) the TravelPerk API Terms shall apply (and shall be deemed incorporated automatically into this Agreement from the date and time that the Customer's access commences); and
  - b) any exchange of data between Customer and any third-party product provider shall be solely between Customer and such provider.

- 4.6 Where Customer receives notice, including from TravelPerk, that the data or content it or its users have uploaded to the Platform may no longer be used or must be removed to avoid breaching applicable law or governmental regulations or violating the rights of a third party or individual, Customer will promptly remove such material. To the extent Customer fails to act promptly, TravelPerk reserves the right to remove such content or disable Customer's access to it without further notice.

## **5 FEES**

- 5.1 Customer shall pay for all Services (and bookings shall be paid by Customer) in accordance with the fees and payment terms indicated through the Platform (or in any Order Form executed by TravelPerk and Customer), and subject to the terms and conditions of this Clause 5 and the Schedule (which sets out the terms relevant to each payment method).
- 5.2 TravelPerk will invoice Customer (and, where applicable, to its Affiliate(s), as requested by Customer) for all Services and bookings made during the applicable period. TravelPerk acknowledges that an Affiliate's timely payment of an invoice (issued to such Affiliate) will discharge Customer's payment obligations under this Agreement (in respect of such invoice only). Customer confirms that its relevant Affiliates have been notified of the invoicing and payment terms indicated through the Platform (or in the Order Form, as applicable), together with these Terms and that such Affiliates agree to them.
- 5.3 If the Customer (including through its Affiliates) disputes any invoice, it must:
- a) promptly notify TravelPerk in writing, specifying the reasons for disputing the invoice;
  - b) provide all evidence as may be reasonably necessary to verify such reasons for dispute;
  - c) pay all amounts not disputed on the due date; and
  - d) attempt to resolve the dispute reasonably, proactively and in good faith.
- 5.4 If any non-disputed amount due and payable by Customer or any Affiliate is not paid on its due date, TravelPerk reserves the right to apply interest on the unpaid amount at 6%, applicable pro rata from the due date until the date of payment of the related outstanding amount. The late payment interest shall be accrued on a daily basis and included in the next invoice issued to Customer or Affiliates.
- 5.5 TravelPerk reserves the right to review the fees annually. TravelPerk will notify Customer of any fee change at least 30 days in advance of the fee change taking effect.
- 5.6 The fees are exclusive of legally applicable taxes (by way of example - value added, sales, use or withholding taxes). Customer is required to pay any such taxes that TravelPerk is required to collect on top of its fees. If Customer provides TravelPerk with a valid tax exemption certificate from an appropriate tax authority, TravelPerk will not add the tax from which Customer is exempt to its fees.
- 5.7 Customer and, where applicable Affiliates, shall make all payments for the Services without withholding or deduction, unless required by law. If any such withholding or deduction is required by law, when making the payment to which the withholding or deduction relates, Customer (and where applicable Affiliates) shall pay to TravelPerk such additional amount, so that that TravelPerk receives the same total amount that it would have received if no such withholding or deduction had been made.

## **6 INTELLECTUAL PROPERTY**

- 6.1 TravelPerk or its licensors own all intellectual property rights in the Platform and/or the Services. Except for Customer's (and where relevant, a named Customer Affiliate's) right to access and procure use of the relevant Service(s) for the benefits of itself and its Travellers, Customer is not granted any rights in or to TravelPerk's intellectual property.
- 6.2 Customer grants TravelPerk, TravelPerk Affiliates and TravelPerk's appointed representatives (worldwide) a limited term licence to host, copy, transmit and/or display (as appropriate) any:
- a) Third party product or service created by or for Customer, for use by Customer with our Services. Where Customer uses such third-party product or service with our Service(s), Customer grants TravelPerk permission to allow such service to access Customer data (as is appropriate), including that potentially belonging to Customer users or which highlights Customer's usage of our Services, in order to facilitate or optimise the integration of our Service(s).
  - b) Customer user data (including that belonging to Travellers) strictly as required to deliver the Services and subject to the provisions set out here.

- 6.3 Customer acknowledges and agrees that TravelPerk may freely use, incorporate or exploit any feedback, suggestion or request that it provides in respect of the Services. Any intellectual property rights which come into existence as a result of the performance by TravelPerk of the Services will be the exclusive property of TravelPerk or its licensors.
- 6.4 Customer authorises TravelPerk to use Customer's name, trademark and logo (according to the designs and guidelines communicated by Customer to TravelPerk from time to time), solely for the purpose of identifying Customer as a customer of TravelPerk. Any further use of Customer's name, trademark and logo for promotional purposes shall be subject to Customer's prior written approval.

## **7 WARRANTIES**

- 7.1 Each party warrants, represents and undertakes to the other that:
- a) it has full capacity and authority to enter into this Agreement, to perform any of its obligations and to consummate all the transactions contemplated by this Agreement, and that no consent of any other person or entity is required by it to fully perform as contemplated by this Agreement.
  - b) the person executing or accepting the terms of this Agreement is duly authorised to do so and (to the fullest extent possible under applicable law) waives its right to claim or subsequently rely on any argument that such person was not duly authorised to bind it to the terms of this Agreement.
  - c) this Agreement will constitute its legal, valid, and binding obligations.
  - d) it is not aware of any matters which might adversely affect its ability to perform its obligations under or in connection with this Agreement.
- 7.2 TravelPerk does not represent or warrant that:
- a) its Platform and/or Services will always be available, or Customer's use will be uninterrupted;
  - b) it will have particular types of content or travel inventory available; or
  - c) unless expressly stated otherwise in the Agreement, that Customer will be able to integrate the Services with those of a third party.
- 7.3 Customer warrants that it shall be responsible for any access to the Services or the Platform through Customer's account(s) and shall promptly notify TravelPerk if Customer becomes aware of any unauthorised use or breach of this Agreement by Customer, its Affiliates or any third party.

## **8 LIABILITY**

- 8.1 Each party shall be liable for wilful intent, fraud or theft by it or its employees; death or personal injury caused by its negligence or that of its employees; fraudulent misrepresentation and for any other liability that cannot by law be excluded or limited.
- 8.2 TravelPerk is not liable for Travel Supplier acts or omissions. TravelPerk is not liable for any liability which arises in the utilisation of any Element. Once a travel service is booked (including any Trip) and confirmed by TravelPerk, all terms and conditions of the Travel Supplier apply to the Customer and, where applicable, its Affiliates. TravelPerk will not be liable for any breach, delay, default or deficiency of the services provided by the Travel Suppliers.
- 8.3 Neither Customer or TravelPerk will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of their possibility in advance.
- 8.4 Subject to 8.1 and Clause 8.5, the aggregate liability of each party together with all its respective Affiliates arising out of or related to this Agreement shall not exceed the greater of:
- a) total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose; or
  - b) ten thousand euros (€ 10,000)

(the **General Cap**).

The General Cap will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Customer's and its Affiliates' payment obligations under Clause 5 (Fees) above.

- 8.5 In relation to any breach by:

- a) either party (including any of its Affiliates) of Clause 9 (Data Protection), including the DPA;
- b) TravelPerk of Clause 6.1, and which leads to a third-party claim being brought against Customer (or any TravelPerk approved Affiliate) for damages or costs;
- c) Customer of Clause 6.2, and which leads to a third-party claim being brought against TravelPerk (or any TravelPerk Affiliate) for damages or costs,

the aggregate liability of each party together with all its affiliates arising out of or related to the relevant incident (out of which the liability arose) shall not exceed the amount equivalent to three (3) times the value of the General Cap, up to a maximum liability of €50,000 (fifty thousand Euros).

- 8.6 Each party acknowledges and agrees that the exclusions and limitations set forth herein represent the agreement of the parties as to the allocation of risk between them in connection with their obligations under this Agreement.

## 9 DATA PROTECTION

In compliance with art. 28 GDPR the parties have considered the means and purpose of the data processing activity that is contemplated by the provision and receipt of Services under this Agreement and have put in place the data processing agreement at <https://www.travelperk.com/legal/data-processing-agreement/> (the **DPA**). Customer acknowledges that, unless otherwise agreed in writing between the parties, the DPA is applicable to Customer and to its relevant Affiliates and confirms that such Affiliates are aware of and agree to the DPA.

## 10 CONFIDENTIAL INFORMATION

- 10.1 Each party and its respective affiliates (for the purposes of this Clause 10, each a **Discloser**) may disclose Confidential Information to the other party (for the purposes of this Clause 10, each a **Recipient**) in the context of the Services. The Recipient undertakes to treat the Confidential Information as set forth in this Clause 10.
- 10.2 For the purposes of this confidentiality Clause, the expression **Confidential Information** shall mean information designated as confidential information or, under a test of reasonability, deemed confidential, and made available by the Discloser, for the purpose of this Agreement, either in writing (including by electronic transmission) or orally. "Confidential Information" includes but is not limited to information relating to Discloser data, know how, trade secrets and any information or analyses derived from, containing, or reflecting such information. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present Clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; (iv) was independently developed by the Recipient without any breach of the terms of this Clause; or (v) is required by law or regulator or by any court of competent jurisdiction to be disclosed.
- 10.3 The Recipient shall: (i) keep the Confidential Information disclosed by Discloser private and confidential and not disclose any of it to any person other than to the persons who need to know the same for the arrangement of the Services to be provided through the Platform, including, but not limited to Travel Suppliers and to any other supplier if required for the Services; (ii) ensure that all persons to whom the Discloser discloses the Confidential Information (in accordance with this Clause) are informed of the terms of this Clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality Clause or are bound by no less restrictive terms than those contained herein; (iii) use the Confidential Information for the sole purpose of providing the Services stated in this Agreement; (iv) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third-party.
- 10.4 If, for any reason, the Discloser requests in writing the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients' archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems.
- 10.5 The obligations of confidentiality set out in this Clause shall continue to apply in relation to any Confidential Information retained.
- 10.6 Neither this confidentiality Clause nor the disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any patents, trade secrets, know-how, or other property of the Discloser.

## **11 TERM AND TERMINATION**

- 11.1 This Agreement shall be effective from the Effective Date and shall remain in force until it is terminated (the **Term**).
- 11.2 Either party may terminate the Agreement without cause by giving the other party not less than thirty (30) calendar days' notice in writing of its intent to terminate the Agreement.
- 11.3 The Agreement may be terminated by either party by giving notice in writing if the other party is in material breach of the terms of this Agreement and:
- a) the material breach is not capable of remedy (in which case the termination shall be immediate after the notice given to the breaching party); or
  - b) where a material breach is capable of remedy, it has failed to remedy the breach upon thirty (30) calendar days' written notice to the breaching party.

## **12 EFFECTS OF TERMINATION**

- 12.1 All payments due under the Agreement shall become payable on the termination date.
- 12.2 All bookings made by the Customer or Affiliates prior to termination will remain in full force and effect under this Agreement and subject to the terms and conditions of the Travel Supplier. Payment of such bookings will be made according to the terms of this Agreement.
- 12.3 Upon termination, each party will, at the request of the other party, destroy or deliver up all marketing or promotional material bearing the logo of or any reference to the other party and all the other party's proprietary and Confidential Information.
- 12.4 Within thirty (30) days of termination, Customer will delete, remove and disable all links and access to all Services and notify its employees, Travellers and Affiliates. Such obligation shall not prevent the Customer utilising any Element confirmed as booked prior to the termination taking effect.

## **13 ANTI-BRIBERY, ANTI-CORRUPTION, SANCTIONS COMPLIANCE**

- 13.1 Neither TravelPerk, nor any TravelPerk Affiliate, their respective directors, officers, employees or, to TravelPerk's knowledge, agents or any other person acting on their behalf has directly or indirectly made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of any applicable anti-bribery or anti-corruption law.
- 13.2 The Platform and/or Services, including the technology on which they operate, may be subject to export laws and regulations of the United States, the European Union, the United Kingdom and other jurisdictions. TravelPerk and Customer (on behalf of itself and its Affiliates) each represent that they are not on any government denied-party list. Further, Customer will not permit any Traveller to access or use any part of the Platform and/or Services or upload any relevant Customer user data in a U.S. embargoed country or region or in violation of any U.S. export law or regulation.

## **14 MISCELLANEOUS PROVISIONS**

- 14.1 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the parties in relation to the subject matter thereof.
- 14.2 If any Clause under this Agreement is deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Agreement, which will continue to be applicable and binding on the parties.
- 14.3 The parties are each independent contractors, and shall not be deemed partners, franchisees, agents, joint ventures or legal representatives of each other, and neither party hereto is authorised to bind the other party or otherwise act in the name of or on behalf of the other party.
- 14.4 Notices may be delivered by email to the email-address indicated by Customer in signing up to the Platform or within the Order Form, and in the case of TravelPerk, to legal@travelperk.com.
- 14.5 The Customer may not assign or transfer this Agreement, or any portion thereof, to any third party without TravelPerk's express written consent (consent not to be unreasonably withheld).

- 14.6 TravelPerk may assign or transfer this Agreement, by giving prior notice to Customer, to TravelPerk Affiliates, or any successor in connection with its merger or the sale of all or substantially all its assets.

## 15 DISPUTE RESOLUTION

- 15.1 The parties shall endeavour to resolve amicably and expediently any disputes arising from or relating to this Agreement. Where a party becomes aware that such a dispute has arisen, it shall notify the other party in writing of the dispute and any steps which it considers the other party should take to resolve it (such written notification comprising a **Dispute Notice**). Following the issue of a Dispute Notice, the parties shall convene promptly and in good faith for the purpose of resolving the dispute stated in the Dispute Notice (or any other matter reasonably related thereto). Should the parties fail to resolve their differences in writing within twenty-one (21) days of issue of the Dispute Notice, either party may consider alternative forms of legal resolution.
- 15.2 No part of this Clause 15 shall prevent a party from seeking injunctive or interlocutory relief.

## 16 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the territory set out in the Order Form, or in the case of a Customer signing up directly through the Platform, in accordance with the table below. The parties shall submit any dispute arising out of or any claim related to this Agreement to the exclusive jurisdiction of such territory.

Customer's business domicile	TravelPerk Contracting Entity	Governing law and jurisdiction
North America	TravelPerk America Inc.	Governed by and construed in accordance with the laws of the State of Delaware, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to these Terms.
Germany, Switzerland or Austria	TravelPerk S.L.U.	Governed by and construed in accordance with the laws of the Federal Republic of Germany. Unless otherwise stipulated by mandatory law, the place of jurisdiction shall be Berlin.
United Kingdom	TravelPerk UK IRL Limited	Governed by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to these Terms.
Any jurisdiction not specifically identified above	TravelPerk S.L.U.	Governed by and construed in accordance with the laws of Spain. Any dispute arising out of or related to these Terms shall be submitted to the exclusive jurisdiction of the Courts of Barcelona, Spain.

## SCHEDULE | PAYMENT METHODS

**Note:** Any terms and conditions set forth in this Agreement regarding a specific payment method shall only apply to Customers who utilise that specific payment method.

### 1. **Payment by credit card or automatic SEPA:**

- 1.1. If the payment method agreed upon between the parties is credit card or automatic SEPA, Customer shall pay all Services and bookings immediately at the time of purchase. TravelPerk reserves the right to, in accordance with the applicable legislation, charge additional costs that may arise as a result of using this payment method.
- 1.2. Customer is solely responsible to implement internal policies to determine which credit cards may be used by Customer's and Affiliates' employees, directors and any other individuals. In case Customer's employees, directors as well as any other individuals or persons related in any way to the Affiliates use their own personal credit cards to make payments, this shall not affect or alter Customer's obligations and, if applicable, Affiliates' obligations towards TravelPerk, nor the commercial nature of this Agreement, which shall in any event be deemed to have been entered into solely between TravelPerk and Customer.

### 2. **Payment by direct debit or wire transfer:**

- 2.1. TravelPerk may, at its sole and exclusive discretion and subject to a prior credit evaluation, allow Customers and, where applicable, Affiliates, to make and pay bookings and fees via direct debit (SEPA) or wire transfer up to a certain amount agreed with Customer (the **Limit**). TravelPerk shall set a Limit per Customer and per Affiliate. Customer shall provide all required information and documents for TravelPerk to proceed with the aforementioned evaluation. TravelPerk will communicate to Customer the Limit that applies to Customer and, where applicable, to Affiliates. The terms and information of such payment method and the Limit comprise Confidential Information (as defined below). Customer and Affiliates may not make bookings that exceed the existing Limit at a given time.
- 2.2. If TravelPerk's insurer terminates or amends the provision of the policy with TravelPerk, TravelPerk may modify, suspend or cancel the Limit granted or to terminate this flexible payment method upon prior written notice to Customer, including by email, with immediate effect.
- 2.3. Customer may terminate this Agreement immediately if TravelPerk exercises its right to modify, suspend or cancel the Limit, unless such changes are due to a breach of the Agreement by Customer or Affiliates. If Customer exercises such right of termination, Customer and Affiliates must pay all outstanding sums to TravelPerk according to the payment terms stated in the Order Form (or Clause 5 of the Standard Terms, as appropriate).
- 2.4. In case of wire transfer, Customer shall make the payment to the bank account indicated by TravelPerk.
- 2.5. TravelPerk may suspend the Customer's ability to make further bookings if any non-disputed invoice(s) are overdue for payment more than seven (7) days after the date on which payment is due. Before such suspension, TravelPerk shall send Customer or Affiliates a written request asking for immediate payment. In such situation, payment of all overdue non-disputed invoices and subsequent bookings must be immediately made upon TravelPerk's written request. For the sake of clarity, TravelPerk will only suspend the Services to the specific legal entities (Customer or Affiliates) that have outstanding invoices.

### 3. **Prepayment:**

- 3.1. If the payment method selected in the Order Form is Prepayment, Customer and, if applicable, Affiliates, may transfer a certain liquid amount of money to TravelPerk (the **Prepaid Consideration**) to a bank account indicated by TravelPerk (hereinafter, the **Bank Account**), with the purpose of prepaying future bookings and fees made through the Platform as well as services rendered by TravelPerk, under the terms and conditions set forth under this Paragraph 3.
- 3.2. Prepaid Consideration comprises a settlement by Customer and, if applicable, Affiliates, of a future debt owed to TravelPerk for future bookings made through the Platform as well as for Services. Every time that Customer or, if applicable, Affiliates, transfers an amount in this concept to the Bank Account, it will send an informative email to [accounting@travelperk.com](mailto:accounting@travelperk.com). The exact amount of money transferred will be decided at Customer's sole discretion. Wire transfers shall be addressed to the accounts below depending on the currency/the TravelPerk entity:

**TRAVELPERK S.L.U.**



Wire transfers in EUROS (EUR)	IBAN: ES85 2100 0835 1702 0084 1524 SWIFT/BIC: CAIXESBBXXX
Wire transfers in US DOLLARS (USD)	IBAN: ES52 2100 0835 1472 0032 0943 SWIFT/BIC: CAIXESBBXXX
Wire transfers in BRITISH POUNDS (GBP):	IBAN: GB97CITI18500813041476 SWIFT/BIC: CITIGB2L

#### **TRAVELPERK AMERICA INC.**

Wire transfers in US DOLLARS (USD)	IBAN: 021000089 SWIFT/BIC: CITIUS33
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#### **TRAVELPERK UK IRL LIMITED**

Wire transfers in EUROS (EUR)	IBAN: GB77CITI18500814513908 Account No: 14513908 Sort Code: 185008
Wire transfers in US DOLLARS (USD)	IBAN: GB33CITI18 5008145139 24 Account No: 14513924 Sort Code: 185008
Wire transfers in BRITISH POUNDS (GBP):	IBAN: GB55CITI18500814513916 Account No: 14513916 Sort Code: 185008

TravelPerk may update or modify bank account details by notice in writing to Customer or Affiliates.

- 3.3. Amounts transferred from time to time as Prepaid Consideration by Customer shall be solely and exclusively used by TravelPerk to cover Customer's payment obligations under the Agreement or any other agreement executed by and between the parties, such as Customer's bookings and trips as well as fees for the services hired from time to time.
- 3.4. If a Customer attempts to make one or several bookings or payment of fees for an amount that exceeds the Prepaid Consideration, the Platform will not allow Customer to finalize the booking. In such cases, TravelPerk will send a communication to Customer asking for the remaining amount to be transferred to the Bank Account.
- 3.5. Customer may not make new bookings unless and until the Prepaid Consideration is equal or exceeds the cost of such bookings and related Service Fees.
- 3.6. TravelPerk will deduct all or part of the Prepaid Consideration:
  - (i) Each time Customer makes bookings through the Platform.
  - (ii) Each time Customer owes TravelPerk any amounts for which Customer is responsible in terms of this Agreement or any other document executed by and between the parties.

In all cases, TravelPerk shall deduct from the Prepaid Consideration all applicable taxes and, if applicable, interest.
- 3.7. As long as this prepayment method is in force, Customer will only be entitled to request the withdrawal of the Prepaid Consideration once per calendar quarter (save as expressly stated in Paragraph 3.8 below).
- 3.8. TravelPerk shall return any remaining Prepaid Consideration amounts by wire transfer to the account indicated by Customer, within thirty (30) days, if:
  - (i) this Agreement terminates, subject to Paragraph 3.9; or
  - (ii) the parties agree in writing on a different payment method.

3.9. The return of the outstanding Prepaid Consideration amount shall be subject to Customer's compliance with Customer's obligations under this Agreement, including but not limited to Customer's payment obligations. TravelPerk will deduct from the Prepaid Consideration any outstanding debts from Customer. Also, TravelPerk shall refund to Customer any portion outstanding of the Prepaid Consideration in case any applicable law or competent authority may require so, within the timeframe indicated in such law or competent authority.

3.10. No interest is payable on Prepaid Consideration.

#### **4. Security Deposit**

4.1. At the request of TravelPerk, Customer may be required to provide a security deposit to guarantee the performance of its obligations under this Agreement. The amount of the security deposit will be specified in the Order Form and may vary depending on the nature of the services provided and Customer's creditworthiness from time to time. Customer shall transfer such security deposit to a bank account as specified by TravelPerk.

4.2. TravelPerk may utilize the security deposit to satisfy any outstanding payments owed by Customer to TravelPerk under this Agreement.

4.3. Where TravelPerk has utilized the security deposit resulting in a difference between the amount of the security deposit as specified in the Order Form and the actual balance of the security deposit, TravelPerk shall notify Customer of such difference. Customer shall settle the difference by payment to the bank account specified by TravelPerk within 5 business days of the notice. Should Customer fail to settle the difference within such time period, TravelPerk reserves the right to suspend the Services or terminate the Agreement.

4.4. TravelPerk will return the security deposit to Customer, less any amounts deducted for outstanding payments or damages caused by the Customer, within 5 business days after the termination or expiration of this Agreement, or until such time as TravelPerk determines that the security deposit is no longer required. TravelPerk reserves the right to withhold or retain the security deposit, in whole or in part, if the Customer breaches any of its obligations under this Agreement.

4.5. Customer acknowledges that the security deposit does not limit or restrict the liability of the Customer under this Agreement and that TravelPerk may pursue any other remedies available to it under this Agreement or under applicable law.

4.6. Customer may not assign, transfer or otherwise dispose of the security deposit without the prior written consent of TravelPerk.

## APPENDIX | DEFINITIONS

**Affiliate** means any legal person that directly or indirectly controls, is controlled by, or is under common control of Customer, or any legal person with a direct or indirect shareholding or equity interest in Customer, as the case may be

**Agreement** means, together, the Order Form (where applicable), the Standard Terms (including the Schedules and Appendices), the data processing agreement, and, subject to Clause 4.4, the TravelPerk API Terms

**Customer** means the company or legal entity as indicated during the Platform sign up or in the Order Form

**Element** means the online (through the Platform) or offline booking of a flight, train ticket, car rental or hotel reservation by Customer and identified by a unique PNR number (and, for the sake of clarity, offline bookings of products such as multi-destination trips, transfers, chauffeur service or meeting rooms via live chat, email, concierge, message or telephone are also considered Elements)

**Effective Date** means the date which is the earlier of (a) Customer's initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the Order Form referencing this Agreement

**FlexiPerk** means a Service provided by TravelPerk, which entitles Customer or Affiliates, if any, to cancel bookings made through the Platform for any reason and to obtain a refund, provided that Customer expressly notifies TravelPerk of such cancellation in writing (by email or through the Platform) or by phone to TravelPerk's customer care service, within the timeframes and subject to the conditions specified on the Platform

**Order Form** means a physical or electronic order form issued by TravelPerk stating (among other things) the Services to be acquired by the Customer and the Service Fees payable by the Customer

**Platform** means the TravelPerk online travel service platform, accessible to Customer through [www.travelperk.com](http://www.travelperk.com), [app.travelperk.com](http://app.travelperk.com) and/or TravelPerk's mobile application (as may change from time to time provided the essential nature of the Services is maintained)

**Service Fees** means fees applicable to the Services provided by TravelPerk, in the amounts agreed between TravelPerk and Customer as recorded on the Platform and/or in a Order Form

**Services** means the services agreed to be provided to Customer and made available through the Platform. Services may include Starter Plan, Premium and Pro Services, flexible cancellation services, travel carbon emissions offsetting, and any other service provided by TravelPerk through the Platform from time to time. The content of the Services is described on the Platform (including without limitation at <https://www.travelperk.com/pricing/>)

**Traveller** means any legal person who uses the Platform and/or the Services as a result of Customer's (or Affiliates') TravelPerk account

**TravelPerk API** means TravelPerk's application programming interfaces by means of which Customer can have endpoint access to different features such as the invoice model, invoice line model and invoice profile model

**TravelPerk API Terms** means the TravelPerk API and Marketplace Terms of Use available at <https://developers.travelperk.com/docs/travelperk-marketplace-and-api-terms-of-use> (as amended from time to time)

**TravelPerk Affiliates** means any entity that directly or indirectly controls, is controlled by, or is under common control of TravelPerk, or any party with a direct or indirect shareholding or equity interest in TravelPerk, as the case may be

**Travel Supplier** means those third-party entities which provide airline, train, ferry, hotel and other accommodations, car rental or other travel services

**Trip** means the reservation made either online through the Platform or offline by Customer of up to eight (8) Elements and for up to eight (8) Travellers who share the same itinerary. For the sake of this Agreement, sharing the same itinerary shall mean sharing the same flight, train trip, accommodation in the same hotel or other types of Elements