



## TRAVELPERK | STANDARD BUSINESS TRAVEL SERVICE TERMS

These Standard Business Travel Service Terms (the **Terms**, including all schedules and appendices) 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. To the extent of any conflict between the provisions of these Terms and the Order Form, the provisions of the Order Form shall prevail.

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 they will 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 19 January 2024.

### STANDARD TERMS

#### 1 DESCRIPTION

- 1.1 TravelPerk aggregates and displays a variety of business travel services offered by Travel Suppliers and provides its customers the opportunity to book and administer those services through its Platform.
- 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 TravelPerk will provide the Services:
  - a) with reasonable skill and care; and
  - b) in accordance with all laws and regulations.
- 2.3 TravelPerk will maintain all licences and permissions necessary for it to perform its obligations under this Agreement.
- 2.4 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.
- 2.5 The Services are made available to facilitate in-real life connections for business purposes. 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 applicable TravelPerk service fees. 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. Notwithstanding, if Customer has hired FlexiPerk, the specific terms of such Service shall apply.

### **4 CUSTOMER RESPONSIBILITIES**

**4.1** To benefit from the Services, Customer (through its Travellers) must create accounts.

**4.2** Customer shall be responsible for:

- a) its compliance with this Agreement;
- b) procuring that each account is unique to a specific Traveller;
- c) procuring that bookings for Trips are made and arranged by Travellers who are not under the age of 16, and that any children travelling on a relevant Customer booking are accompanied by an adult;
- d) procuring that Traveller account credentials (i.e. logins/passwords) are kept safe and confidential;
- 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 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) its compliance with all applicable laws and regulations.

**4.3** Customer shall not access/or use the Services in any way that threatens the continued viability, security or availability of the Platform.

**4.4** Where, for the purpose of using the Services, 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.

**4.5** 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.

**4.6** Where Customer uses the Services in violation of this Agreement, TravelPerk may suspend Customer's use of the Services.

## **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 agreed to by TravelPerk, its Affiliate(s)) for all Services and bookings made during the applicable period. Customer acknowledges and understands that it shall remain responsible for the timely payment of all invoices, including any agreed by TravelPerk to be addressed to a Customer Affiliate. TravelPerk acknowledges that an Affiliate's timely payment of an invoice 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 in the Order Form, together with these Terms and shall procure the Affiliates' compliance with any terms that apply to it.
- 5.3** If the Customer 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 is not paid on its due date, TravelPerk reserves the right to apply interest on the unpaid amount at the rate of 6% per annum, 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.
- 5.5** If any non-disputed amount due and payable by Customer is overdue, TravelPerk may, without limiting its other rights and remedies, suspend its Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, TravelPerk will give Customer at least 7 days' prior notice that its account is overdue, before suspending services to Customer.
- 5.6** 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.
- 5.7** 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 such tax to its fees.
- 5.8** Customer 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 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 the Services. Except for Customer'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 the Services. Where Customer uses such third-party product or service with the 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 the Services, in order to facilitate or optimise the integration of the 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 because of the delivery 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 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 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 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. Once a travel service is booked (including any Element) and confirmed by TravelPerk, all terms and conditions of the Travel Supplier apply to the Customer. 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 Clause 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 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 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**

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. Confidential Information shall be deemed to include information disclosed whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. 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.

**10.2** 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; (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 or receiving 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.

- 10.3** 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. The obligations of confidentiality set out in this Clause shall continue to apply in relation to any Confidential Information retained.

## **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:
- a) if the other party is in material breach and such breach is not remediable; or
  - b) if the other party is in material breach and the breach is remediable, but the breach is not remedied within 14 days of being notified in writing of the breach; or
  - c) the other party begins insolvency proceedings or becomes the subject of a petition in liquidation or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors or, in relation to the Customer, any analogous event in any relevant jurisdiction.

## **12 EFFECTS OF SUSPENSION OR TERMINATION**

- 12.1** All payments due under the Agreement shall become payable on the suspension or termination date.
- 12.2** All bookings made by the Customer or Affiliates prior to the suspension or 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 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, and undertake to fully observe such laws and regulations during the Term of this Agreement, and Customer shall not permit any Traveller to access or use any part of the Services or upload any relevant Customer user data to the Platform in a U.S. embargoed country or region or in violation of any applicable 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** There are no third-party beneficiaries under this Agreement.
- 14.5** 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.
- 14.6** 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).
- 14.7** 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 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.

<b>Customer’s business domicile</b>	<b>TravelPerk Contracting Entity</b>	<b>Governing law and jurisdiction</b>
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.

## 17 LOCAL LAW REQUIREMENTS

**17.1 United Kingdom.** Where this Agreement is governed by and construed in accordance with the laws of England and Wales, then by reference to Clause 14.5 of the Agreement, the parties agree that no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**17.2 Spain.** Where this Agreement is governed by and construed in accordance with the laws of Spain – Clause 8.1 is replaced with the following clause:

*Each party shall be liable without limit for wilful intent, gross negligence, 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 be excluded or limited according to Spanish statutory law.*

**17.3 Germany, Switzerland or Austria.** Where this Agreement is governed by and construed in accordance with the laws of the Federal Republic of Germany the following changes shall apply:

**a)** Clause 5.6 is replaced as follows:

*TravelPerk reserves the right to review the fees annually (maximum once per calendar year) to adjust them at its reasonable discretion taking into account the development of general market conditions and running costs. Adjustments may result in fee increases or reductions. TravelPerk will notify Customer in advance of any fee change at least 30 days in advance of the fee change taking effect. Customer has the right to object to the fee adjustment in text form within 30 days of the notification. In such case, fees shall remain unchanged and TravelPerk has the right to terminate the Agreement pursuant to Clause 11.2.*

**b)** Section 8 is replaced in its entirety as follows:



- 8.1 *Each party and its legal representatives or vicarious agents shall be liable without limitation in case of intent, gross negligence, according to the provisions of the Product Liability Act, the DSGVO, for injury to life, body or health as well as within the scope of warranties expressly assumed by it.*
- 8.2 *TravelPerk is not liable for Travel Supplier acts or omissions. Once a travel service is booked (including any Element) and confirmed by TravelPerk, all terms and conditions of the Travel Supplier apply to the Customer. TravelPerk will not be liable for any breach, delay, default or deficiency of the services provided by the Travel Suppliers.*
- 8.3 *Notwithstanding Clause 8.1, the parties and their legal representatives or vicarious agents shall be liable in cases of slight negligence only in case of breach of material contractual obligations, i.e. such obligations the fulfilment of which enables the proper performance of this Agreement in the first place and on the compliance with which the Customer may regularly rely. The parties' liability in this case shall be limited to the foreseeable and typical damage according to the type of contract concerned.*
- 8.4 *The parties agree that such foreseeable damage shall not exceed ten thousand euros (€10.000) per individual case.*
- 8.5 *Beyond Clause 8.1 and Clause 8.3, the parties' liability for slight negligence shall be excluded. These limitations of liability shall also apply in favour of the parties' legal representatives or vicarious agents.*
- 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.*

**c)** Clause 14.6 is replaced as follows:

*In this Agreement, the term in writing means in text form (§126B BGB). Notices shall 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.*

## 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. CREDIT CARD AND AUTOMATIC SEPA

- 1.1. Where the agreed payment method is credit card or automatic SEPA, Customer will be charged for all Services and bookings immediately at the time of purchase, unless a deferred charge is expedient for the purposes of customer's recovery of VAT. 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. Where a personal credit card is used to make payments, this shall not affect or alter Customer's obligations and, as 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. DIRECT DEBIT AND WIRE TRANSFER

- 2.1. TravelPerk may, at its sole 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 (the **Limit**). TravelPerk may set a Limit per Customer and per Affiliate. Customer and Affiliates may not make bookings that exceed the existing Limit at a given time.
- 2.2. TravelPerk may modify, suspend or cancel the Limit at any time at its sole discretion upon prior written notice to Customer. 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.

### 3. PREPAYMENTS

- 3.1. Where agreed to by TravelPerk, Customer and, if applicable, Affiliates, may prepay the Services and bookings by transfer of certain amount of cash to TravelPerk in advance. Number and amounts of prepayments are at Customer's sole discretion and shall be made by wire transfer to a bank account as indicated by TravelPerk in writing from time to time.
- 3.2. Prepayments will be credited to the Customer's account and applied exclusively towards charges for Services and bookings under the Agreement. Customer and Affiliates may not make bookings or use the Services in excess of prepayments.
- 3.3. TravelPerk shall refund to Customer any unused prepayments net any outstanding Customer debts by wire transfer to the account indicated by Customer, subject to Paragraph 3.4
  - (i) at Customer's request. Such voluntary refunds are limited to once per calendar quarter;
  - (ii) should the parties agree in writing on a different payment method; or
  - (iii) within thirty (30) days of the termination effective date.
- 3.4. No interest is payable on prepayments.

### 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 provision of the Platform and 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 is authorised by Customer to access the Platform and benefit from the Services. Travellers may include, for example, Customer's and its Affiliate's employees, consultants, contractors, representatives and/or agents

**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