



## GENERAL AGREEMENT – GROUP TRAVEL

The Parties agree that these terms and conditions govern the services provided to the Customer by ATP Specials BV (trading as "ATPI").

### 1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in this General Agreement.

**"Affiliated Company/ies"** means any present or future corporation, association or other entity or person which directly or indirectly controls, is controlled by, or is under common control with a party, but only for so long as such relationship exists;

**"ATPI Fees"** means those fees due to ATPI for the provision of the Group Travel Services as set out in the Fee Schedule or an Order Confirmation which can either be a percentage of total event cost management fee or a transaction fee.

**"Business Days"** means a day, other than a Saturday, Sunday or public holiday in the Netherlands.

**"Charges"** means the Travel Service costs together with the ATPI Fees as set out in an Order Confirmation;

**"Confidential Information"** means any information of commercial value, in whatever form or medium, disclosed by either party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to pricing and marketing of the Group Travel Services.

**"Control"** means with respect to a corporation, association or other entity or person, the possession, directly or indirectly, either de jure or de facto, of the power or right to direct or cause the direction of the management or policies of the corporation, association, entity or person, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of fifty (50) per cent or more of the voting securities of another corporation, association, entity or person shall in all circumstances constitute control of such other corporation, association, entity or person;

**"Customer"** means the client names in the Fee Schedule.

**"Customer's Travellers"** means the natural person traveling or being a participant on account of the Customer's business and to whom one or more Group Travel Services is provided;

**"Effective Date"** means the date of acceptance of the Fee Schedule.

**"Fee Schedule"** means the Customer specific price list.

**"Force Majeure Event"** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; and (vii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

**"Group Travel Services"** means those services to be provided by ATPI to the Customer as specified in an Order Confirmation.

**"Intellectual Property Rights"** means any patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Offer"** means ATPI's proposal to the Customer to provide or cause to provide or perform or cause to perform the Group Travel Services offered on behalf of the Customer.

**"Order Confirmation"** means the agreement for the provision of Group Travel Services by ATPI to the Customer agreed in accordance with clause 4.1;

**"Party"** or **"Parties"** shall mean ATPI and the Customer individually and/or collectively;

**"Travel Agreement"** means an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer;

**"Travel Service Provider"** or **"Suppliers"** means collectively or any of, as the context so permits, providers of Travel Services from time to time with which the Customer concludes an agreement for the provision of Travel Services and which is responsible for the performance of these services, subject to its applicable terms and conditions; and

**"Travel Services"** means transportation, accommodation, ticket provisions or other travel or event arrangements.

1.2 Clause, Appendix and paragraph headings shall not affect the interpretation of this General Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 This General Agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to **writing** or **written** includes email.



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- 1.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to **this General Agreement** or to any other agreement or document referred to in this General Agreement is a reference of this General Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this General Agreement) from time to time.
- 1.10 References to Clauses are to the Clauses of this General Agreement.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. COMMENCEMENT AND TERM**
- 2.1 This Agreement shall commence on the Effective Date and shall continue, unless terminated in accordance with clause 9 (Termination).
- 3. AVAILABLE GROUP TRAVEL SERVICES**
- 3.1 ATPI shall provide the Group Travel Services from the date specified in the relevant Order Confirmation.
- 4. ORDER CONFIRMATIONS**
- 4.1 Each Order Confirmation shall be agreed in the following manner:
- 4.1.1 the Customer shall ask ATPI to provide any or all services and provide ATPI with as much information as ATPI reasonably requests in order to prepare an Offer as requested;
- 4.1.2 following receipt of the information requested from the Customer ATPI shall, as soon as reasonably practicable either:
- 4.1.2.1 inform the Customer that it declines to provide the requested services; or
- 4.1.2.2 provide the Customer with an Offer.
- 4.1.3 if ATPI provides the Customer with an Offer pursuant to clause 4 4.1.2.2, ATPI and the Customer shall discuss and agree a draft order confirmation; and
- 4.1.4 both parties shall sign the same once it is agreed.
- 4.2 Unless otherwise agreed, the ATPI Fees shall be calculated in accordance with this Agreement.
- 4.3 Once an Order Confirmation has been agreed and signed in accordance with clause 4.1.4, no amendment shall be made to it except in accordance with clause 9 (Termination).
- 4.4 Each Order Confirmation shall be part of this Agreement and shall not form a separate contract to it.
- 4.5 The Customer acknowledges that where ATPI provides Travel Services, it is acting as an intermediary and it will be the Customer that enters into the agreement with the actual provider of the Travel Services, whereby the terms and conditions of the Travel Service Provider shall apply and shall be accepted in advance by the Customer.
- 4.6 Once the Order Confirmation is executed, ATPI shall be authorised to conclude agreements with these Travel Service Providers for and on behalf of the Customer.
- 5. GROUP TRAVEL SERVICES**
- 5.1 Where ATPI is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the Charges payable by the Customer to ATPI for the Group Travel Services. Until such time as ATPI accepts the Customer's offer to purchase the Travel Services and issues the Travel Arrangement, no contract has been formed between the Customer and the Travel Service Provider.
- 5.2 The Customer acknowledges that ATPI may from time to time receive commissions and/or additional benefits from the Travel Service Providers and/or other intermediaries with which it works. Such commissions and/or additional benefits are for the sole benefit of ATPI and nothing in this Agreement shall be construed as being an obligation to pass any such commissions and/or additional benefits to the Customer.
- 6. ATPI RESPONSIBILITIES**
- 6.1 ATPI shall ensure that:
- 6.1.1 it has the capacity, resources and experience to perform the Group Travel Services in accordance with the applicable Order Confirmation;
- 6.1.2 personnel performing the Group Travel Services shall be properly qualified, skilled and experienced;
- 6.1.3 it shall perform the Group Travel Services with skill, care and diligence to a standard which would reasonably be expected from a person highly skilled and experienced in providing Group Travel Services and carrying out obligations similar to those set out in the Order Confirmation;
- 6.1.4 it is the responsibility of ATPI to ensure at all times that it has in place the correct operating licences and affiliations in order to perform the Group Travel Services; and
- 6.1.5 it shall in its performance of this General Agreement and the Group Travel Services hereunder comply with all relevant statutes, by-laws, regulations and other provisions having the force of law and all applicable rules and regulations regarding safety, security and conduct of persons at the location where the Group Travel Services are to be carried out.
- 7. CUSTOMER RESPONSIBILITIES**
- 7.1 The Customer shall co-operate with ATPI in all matters relating to the Group Travel Services.
- 7.2 The Customer shall promptly provide to ATPI all information held by the Customer which ATPI may reasonably require to enable it to perform the Group Travel Services. In the event that the Customer becomes aware that it has supplied incorrect or insufficient information to ATPI, the Customer shall use reasonable endeavours promptly to notify ATPI and to remedy the situation, amongst other things by providing ATPI with corrected information.
- 7.3 For the avoidance of doubt, but without prejudice to the rights of the Customer as set out in this General



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Agreement, it is the responsibility of each Customer's travellers to ensure that they are in possession of a valid passport and/or visa and/or health requirements for their journey and participation of an event.

- 7.4 If ATPI's performance of its obligations under this General Agreement or any Order Confirmation is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, ATPI shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

### 8. TERMS OF PAYMENT

- 8.1 In consideration for the provision by ATPI of the Group Travel Services the Customer shall pay to ATPI the ATPI Fees.
- 8.2 Where ATPI has to pay Suppliers before the Travel Services have been delivered, ATPI will charge the Customer in advance. Where payment is not received from the Customer, ATPI shall have no obligation to secure the Travel Services of such Supplier and shall have no liability to Customer for failing to do so. The exchange rate applicable to Travel Service costs due to Suppliers shall be determined on a case by case basis at the time when payment is required.
- 8.3 ATPI shall submit details of invoices (irrespective of payment method) to the Customer in respect of all Group Travel Services provided under an Order Confirmation.
- 8.4 Unless otherwise set out in an Order Confirmation, invoices will be paid by the Customer within seven (7) days from the date of invoice. Payment will be remitted to ATPI in the same currency as invoiced. Time of payment is of the essence.
- 8.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ATPI any sum due under this General Agreement or an Order Confirmation on the due date:
- 8.5.1 ATPI shall have the right to charge the statutory commercial interest in accordance with the applicable law on the outstanding amount owed, from the time it is in default to the time of full payment. Additionally ATPI may claim compensation; and
- 8.5.2 ATPI may suspend all or part of the Group Travel Services until payment has been made in full.
- 8.6 Should the Customer dispute or query an invoice submitted by ATPI, the Customer shall where reasonably possible notify ATPI (or third party payment organisation) within seven (7) days of receipt of invoice in writing stating the nature and the amount disputed.
- 8.7 The Parties shall endeavour to resolve any disputed amount within seven (7) days of notification of such dispute.
- 8.8 All sums payable to ATPI under this General Agreement or an Order Confirmation

- 8.8.1 are exclusive of the applicable VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 8.8.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### 9. TERMINATION

#### GENERAL AGREEMENT AND ORDER CONFIRMATIONS

Either Party shall have the right to terminate this General Agreement or an Order Confirmation under this Agreement:

- 9.1.1 Immediately if the other Party violates any contractual obligation and does not remedy the situation within fourteen (14) days of a written demand requiring the same or if the violation is not remediable by the affected or if further execution is or becomes inadmissible in whole or in part due to statutory or official regulations; or
- 9.1.2 Forthwith by notice in writing if the other Party shall become insolvent or shall have a receiver, liquidator, administrator, trustee manager or similar officer appointed or judicial factor appointed on the whole or any part of its assets or if it is unable to pay its debts when due or if any order shall be made of any resolution is part of a scheme of reconstruction or if anything analogous to be above shall occur or if control of the other Party shall be acquired by any person or group of persons (natural or otherwise) not having control of that Party as a the date hereof.
- 9.2 Either Party may terminate this General Agreement for convenience subject to providing 2 (two) month's notice in writing.
- 9.3 On termination of this General Agreement, howsoever arising, each Order Confirmation then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Order Confirmation, unless terminated earlier in accordance with the terms of such Order Confirmation. For the avoidance of doubt, once the General Agreement is terminated, no new Order Confirmations can be effected.
- 9.4 The termination of any individual Order Confirmation shall not affect any other Order Confirmation or this General Agreement.
- 9.5 On termination of this General Agreement or any individual Order Confirmation:
- 9.5.1 13, clause 21, clause 26 and clause 27. each Party shall return all Confidential Information belonging to the other and destroy or permanently erase all copies of such Confidential Information in its possession save to the extent that such Party is required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. The confidentiality obligations set forth in clause 12



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- ("Confidentiality") shall survive any termination of this General Agreement;
- 9.5.2 the Customer shall immediately pay to the ATPI all of ATPI's outstanding unpaid invoices and interest and, in respect of the Group Travel Services supplied or due under an Order Confirmation but for which no invoice has been submitted, ATPI may submit an invoice, which shall be payable immediately on receipt;
- 9.5.3 the following clauses shall continue in force: clause 0, clause 10, clause 11, clause 12, clause **Error! Reference source not found.**, clause
- 9.6 Termination of this General Agreement or an Order Confirmation shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the General Agreement or Order Confirmation which existed at or before the date of termination.
- CHANGES OR CANCELLATION TO ORDER CONFIRMATIONS**
- 9.7 If the Customer wishes to make changes to a concluded Order Confirmation, such change is subject to the terms and conditions of the Travel Agreement and the Customer agrees to pay the costs related to these changes, including payment to ATPI for implementing such changes.
- 9.8 If the Customer wishes to terminate the Order Confirmation in part or in whole, it must pay all related costs and any charges due to ATPI shall remain due and payable, including any additional fees for executing the termination/cancellation. The Customer will also be liable to compensate ATPI for any third-party costs which ATPI may have already paid or is still required to pay on its behalf.
- 9.9 The Customer must provide written notice to ATPI of its intention to terminate (cancel) the Order Confirmation and in doing so it authorises ATPI to cancel any such Travel Agreements on its behalf.
- 9.10 In the event that any Travel Service Provider makes changes or cancels in whole or part of any Travel Agreement, ATPI will not be liable vis-à-vis Customer for the ensuing loss or damage of the Customer. Notwithstanding this, ATPI will use reasonable commercial efforts to search for alternatives, if required by the Customer in relation to the changed or cancelled Travel Agreement, without liability to the Customer if it is unable to do so. Where additional Travel Services are booked, the Customer shall pay ATPI the applicable ATPI Fees.
- 9.11 Should an event be cancelled, postponed, be held with a reduction in the number of spectators or no spectators, if there are warnings against travel (whether local, regional or international) or gatherings which are issued by the national or federal government of the country of the location of the venue for the event, or the country from where the event attendees are resident; and/or a warning not to travel to the country of the event is issued by a recognized international body in the area of the relevant event (e.g. The World Health Organization in the area of public health safety) which would render it impossible or illegal for either the Group Travel Services under this Agreement to be executed/delivered or for Customer's travellers to travel to; and/or the country in which the event is due to take place imposes a quarantine restriction on travellers entering the country, the Customer acknowledges and agrees that this is outside the control of ATPI and the Customer agrees to reimburse any and all non-recoverable costs incurred by ATPI and pay any relevant fees for the Group Travel Services performed. ATPI will do its best to minimize the costs of the Suppliers as much as possible. The Customer will keep ATPI involved and updated in advance of any announcement in order to align and coordinate a cancellation process to its end customers.
- 10. DATA PROTECTION**
- 10.1 ATPI agrees that it shall comply with the terms of the Algemene Verordening Gegevensbescherming (AVG), Data Protection Act 2018 ("DPA"), and the General Data Protection Regulation (regulation EU 2016/679); any data protection legislation outside of the EU within countries in which ATPI operates; and Electronic Communications (EC Directive) Regulations 2003 and any revisions thereof (collectively referred to as "Data Protection Legislation") concerning the processing of personal data that the Customer provides to ATPI and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Group Travel Services. ATPI agrees that it will not use Personal Data provided by the Customer for any other reason.
- 10.2 Defined terms used in this clause 10 shall have the meaning ascribed to in the Data Protection Legislation.
- 10.3 ATPI agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection.
- 10.4 ATPI recognises the Customer as the Data Controller of the Personal Data, being the entity that has determined the purpose and means by which Personal Data is to be processed. ATPI is the Data processor and is processing Personal Data on behalf of the Customer.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 In relation to the Group Travel Services, ATPI shall retain ownership of all Intellectual Property Rights in the same.
- 11.2 ATPI:
- 11.2.1 warrants that the receipt, use and onward supply of the Group Travel Services in accordance with the terms of this General Agreement by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 11.2.2 shall indemnify the Customer in full against all liabilities, costs, expenses, damages and losses



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(including reasonable professional costs and expenses) directly suffered or incurred by the Customer arising out of, or in connection with, the receipt, use or supply of the Group Travel Services in accordance with the terms of this General Agreement.

- 11.3 If ATPI is required to indemnify the Customer under this clause 11, the Customer shall:
  - 11.3.1 notify ATPI in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 11.2.2 (IPRs Claim);
  - 11.3.2 allow ATPI, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that ATPI shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
  - 11.3.3 provide ATPI with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
  - 11.3.4 not, without prior consultation with ATPI, make any admission relating to the IPRs Claim or attempt to settle it, provided that ATPI considers and defends any IPRs Claim diligently.

### 12. CONFIDENTIALITY

- 12.1 Each Party agrees to treat all information provided by the other Party or ATPI's Subsidiary as confidential and not to use or disclose it (other than as necessary to perform the Group Travel Services) to any third party unless required by law.
- 12.2 Neither party will publish, release or publicize in any medium, print or electronic, or otherwise disclose anything about the other Party, the existence or contents of this General Agreement or the relationship between the Parties. Except as expressly set forth in this General Agreement, neither this General Agreement nor any disclosure of information hereunder grants either Party any right or license to any of the other's Confidential Information or any trademark, copyright or patent or other intellectual property herein now or hereafter owned or controlled by the other.
- 12.3 Each party undertakes that it shall not at any time during this General Agreement, and for a period of two (2) years after termination of this General Agreement, disclose to any person any Confidential Information concerning the business, affairs, customer, clients or suppliers or the other party except as permitted by clause 12.4.
- 12.4 Each party may disclose the other party's Confidential Information:
  - 12.4.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this General Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.4; and

- 12.4.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this General Agreement.

### 13. LIABILITY AND INDEMNITY

- 13.1 Nothing in this General Agreement or any Order Confirmation excludes or limits the liability of either Party in respect of:
  - 13.1.1 death or personal injury caused by its negligence;
  - 13.1.2 fraudulent misrepresentation;
  - 13.1.3 liability to the extent it arises from any breach of any of Clauses 10 and/or 11;
  - 13.1.4 liability which may not otherwise be limited or excluded under applicable law.
- 13.2 Subject to Clause 13.1:
  - 13.2.1 ATPI shall have no liability whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, however arising, for any loss or damage to the extent caused by the failure of the Customer and/or any the Customer personnel to comply with the reasonable instructions of ATPI in respect of the Group Travel Services to the extent such instructions are given with reasonable notice and are not otherwise inconsistent with any of the other terms and conditions of this General Agreement or an Order Confirmation;
  - 13.2.2 Neither Party shall be liable to the other for any loss of profits, loss of revenue, loss of business, depletion of goodwill, loss and/or corruption of data and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses whether arising in contract, tort (including negligence) breach of statutory duty or however arising;
  - 13.2.3 ATPI's sole liability and the Customer's sole remedy in relation to any incorrect booking, shall be ATPI's re-performance of the Group Travel Services in order to rectify errors made by ATPI, at no cost to the Customer; and
  - 13.2.4 The total aggregate liability of either Party under or in connection with this General Agreement or the applicable Order Confirmation (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the amount of the ATPI Fees paid by the Customer to ATPI in relation to the Group Travel Services provided under the Order Confirmation giving rise to the claim.
- 13.3 ATPI acts as the intermediary of the Travel Service Providers in respect of all bookings for Travel Services it





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takes or makes on behalf of the Customer under an Order Confirmation. ATPI shall have no liability to the Customer for the acts or omissions, or the insolvency of any Travel Service Provider arising out of or in connection with any Travel Agreement entered into between a Travel Service Provider and a Customer. In respect of all Travel Services, the terms and conditions contained in (or incorporated by reference) the Travel Agreement shall apply.

- 13.4 Except as expressly set out in this General Agreement or an Order Confirmation, the Services are provided on an 'as is' and 'with all faults basis' and ATPI and its licensors expressly disclaim all other warranties of non infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by ATPI, its agents, employees of third party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the agreement.
- 13.5 The Customer agrees to indemnify, defend and hold harmless ATPI from and against any Losses arising out of or relating to any Claims arising out of or relating to:
- 13.5.1 any act, error, omission, negligence, or wilful misconduct of the Customer or the Customer's employees in the performance of this General Agreement or an Order Confirmation; and
- 13.5.2 any actual or alleged infringement or violation of any ATPI or third party patent, trademark, copyright or other intellectual property or proprietary right relating to the Services or Licensed Products caused as a result of an act or omission by the Customer;

ATPI reserves the right to control any such claim brought against ATPI. ATPI shall consult reasonably with the Customer concerning any material decisions in respect of such claims. The foregoing indemnification provision shall not reduce or affect other rights or obligations which would otherwise exist in favour of ATPI.

13.6 For the purposes of this Clause 14, 'Party' and 'Customer' shall be construed as being the relevant parties or the Customer / Customer Affiliated Company named in the Order Confirmation giving rise to the claim.

#### 14. INSURANCE

14.1 ATPI agrees to provide the Customer, if requested to do so on reasonable notice, with certificates of insurance and copies of policy endorsements from insurance companies evidencing sufficient coverage for ATPI's provision of Services pursuant to this General Agreement.

#### 15. FORCE MAJEURE

15.1 Provided it has complied with clause 16.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such

obligations. The time for performance of such obligations shall be extended accordingly.

15.2 The Affected Party shall:

- 15.2.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Business Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 15.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving one (1) weeks written notice to the Affected Party.

#### 16. COMPLIANCE

16.1 In performing its obligations under the General Agreement, ATPI shall establish and maintain appropriate business standards, procedures and controls, including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.

16.2 Each Party shall ensure that it has adequate procedures in place for the purpose of ensuring that it complies with the Bribery Act 2010 and confirms to the Customer that ATPI together with its employees, agents, directors and officers shall not on behalf of ATPI or the Customer do anything in the performance of the Services which could be construed as being in contravention of the Bribery Act 2010.

16.3 Each Party undertakes to:

- 16.3.1 comply with all applicable laws, regulations and sanctions relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Requirements**"); and
- 16.3.2 conducts its business in a manner that is consistent with the Anti-Slavery Requirements."

#### 17. ANTI FACILITATION OF TAX EVASION

17.1 Each Party shall:

- 17.1.1 not engage in any activity, practice or conduct which would constitute either:
- 17.1.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- 17.1.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 17.1.2 have and shall maintain in place throughout the term of this General Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person



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- (including without limitation its employee) and to ensure compliance with clause 17.1.1; and
- 17.1.3 promptly report to the other Party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this General Agreement.
- 17.2 Breach of this clause 17 shall be deemed a breach incapable of remedy under clause 9.
- 17.3 For the purposes of this clause 18, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.
18. **AMENDMENTS**
- 18.1 Any amendments to this General Agreement shall not be effective unless they are made in writing and signed by each Party.
19. **THIRD PARTY RIGHTS**
- 19.1 A person who is not a Party to this General Agreement or an Order Confirmation may not enforce any of its terms.
20. **ASSIGNMENT**
- 20.1 The Customer shall not, without the prior written consent of ATPI, which shall not be unreasonably withheld, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this General Agreement.
- 20.2 ATPI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this General Agreement.
21. **WAIVER**
- 21.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under this General Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this General Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
22. **AGENCY AND FIDUCIARY DUTIES**
- 22.1 Nothing in this General Agreement shall constitute or create or be deemed to constitute or create a partnership or agency relationship between ATPI and the Customer or its Group Companies and neither Party shall have a fiduciary or similar duty to the other Party and each Party hereby irrevocably waives any claim relating to a breach of fiduciary or similar duty such Party has or may have in connection with any action or inaction by the other Party.
23. **NOTICES**
- 23.1 Any notice or other document to be served under this General Agreement may be delivered or sent by post to the Party to be served at its address appearing at the head of this General Agreement or at such other address or as it may have notified to the other Party in accordance with this Clause. A notice so addressed shall be deemed to have been received:
- 23.1.1 if personally delivered, at the time of delivery;
- 23.1.2 if sent by post, two Business Days after the date of posting to the relevant address; or
- 23.1.3 If sent by email, sent to ATPI at [Legal@ATPI.com](mailto:Legal@ATPI.com), when the email (including any attachments) comes to the attention of the recipient party.
- 23.2 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
24. **ENTIRE AGREEMENT**
- 24.1 This General Agreement including Appendices and Order Confirmations hereto constitute the entire agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, representations or agreements related to the provision of Event Services, either written or oral relating to its subject matter.
- 24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this General Agreement.
25. **COUNTERPARTS**
- 25.1 This General Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one General Agreement.
26. **CONFLICT AND SEVERANCE**
- 26.1 If there is an inconsistency between any of the provisions of this General Agreement and the provisions of the Appendixes, the provisions of this General Agreement shall prevail.
- 26.2 If any provision or part-provision of this General Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this General Agreement.
27. **GOVERNING LAW AND JURISDICTION**
- 27.1 This General Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands.
- 27.2 Each party irrevocably agrees that the courts of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this General Agreement or its subject matter or formation.
- 27.3 The Parties acknowledge and agree that the Services provided under this General Agreement are excluded from the provisions of the EU Package Directive 2015/2302 regarding package travel and linked travel agreements.

Version: March 2024