



A Direct Travel Company

GENERAL TERMS OF BUSINESS

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by ATPI Italia Srl. (“ATPI”).

1. DEFINITIONS

- 1.1 **Agreement** means the Fee Schedule; these Terms and Conditions and any Orders entered into between ATPI and the Customer.
- 1.2 **Confidential Information** means any information disclosed in accordance with Clause 11 hereof.
- 1.3 **Customer:** means the client entity listed in the Fee Schedule.
- 1.4 **Customer Data:** means data submitted by or on behalf of Customer in connection with the Services, excluding anonymised and aggregated data.
- 1.5 **Fee Schedule:** means the Customer specific price list.
- 1.6 **Licensed Technology:** means ATPI proprietary software and any third-party technology provided by ATPI to Customer that enables travel planning, booking, modification of travel arrangements or related Travel Services
- 1.7 **Order Confirmation:** has the meaning given to it in Clause 6.1.
- 1.8 **Orders:** has the meaning given to it in Clause 4.1.
- 1.9 **Services:** means travel management services, including but not limited to, arranging travel, accommodation services or combination thereof for the Customer through the Travel Service Providers as described in an Order Confirmation.
- 1.10 **Travel Agreement:** means an agreement, in the form of an itinerary booking confirmation between the Customer/Traveller 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.
- 1.11 **Traveller:** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.
- 1.12 **Travel Service Provider:** means collectively or any of, as the context so permits, third party providers of Travel Services from time to time.
- 1.13 **Travel Services:** means transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

2. APPLICABILITY

- 2.1 ATPI agrees to provide the Customer with the Services in accordance with the terms of the Agreement.
- 2.2 The Agreement applies to the provision of Services offered by ATPI. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Customer which ATPI shall make available to the Customer.
- 2.3 Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify the Agreement or bind ATPI, and are expressly excluded unless ATPI has expressly agreed in writing to their inclusion.
- 2.4 In the event of any conflict or inconsistencies between the Terms and Conditions and Fee Schedule, the Fee Schedule shall take precedence.
- 2.5 These Terms and Conditions shall remain in full force and effect unless and until terminated by the Customer on providing three (3) months’ notice in writing to ATPI.

3. SERVICES

- 3.1 ATPI shall provide the Services described in an Order or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and ATPI agrees to sell, the Services.
- 3.2 The Customer acknowledges that ATPI is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

4. RESPONSIBILITY TRAVEL SERVICES

- 4.1 The Customer may offer to purchase any of the invitations for Travel Services facilitated by ATPI. Where a Customer wishes to make an offer to purchase it shall notify ATPI. If the offer is accepted by ATPI for and on behalf of the Travel Service Provider, ATPI is authorised by the Travel Service Provider to conclude a Travel Agreement between the Travel Service Provider and the Customer on behalf of the Travel Service Provider (the “Order”).
- 4.2 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 Services. Until such time as ATPI accepts the Customer's offer to purchase the Travel Services and issues the Travel Agreement, no contract has been formed between the Customer and Travel Service Provider.
- 4.3 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveller, ATPI does not guarantee or insure the Travel Services to be provided by any Travel Service Provider.



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- 4.4 From time to time, ATPI transmits the necessary proceeds from the sale and booking of Travel Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Service Provider defaults prior to providing the Travel Services for which payment has been made, the Customer's and the Traveller's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.
- 4.5 The Parties acknowledge and agree that the Services provided under this Agreement are excluded from the provisions of Articles 32 to 51 *novies* of the Italian Tourism Code (package travel and linked travel arrangements).
- 4.6 The Customer and the Travellers are obligated to comply with all the instructions given by ATPI in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards ATPI and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, and they will be obliged to bear their own damage caused as a result.
- 4.7 Where a Traveller causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from receiving the Services by ATPI and/or the Travel Service Provider if ATPI and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Travel Services. Any and all damages caused as a result will be for the Customer and/or Traveller's account.
- 4.8 The Customer and/or the Travellers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying ATPI as quickly as possible of any complaints. Complaints with respect to a reservation made by ATPI must be submitted to ATPI within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.
- 4.9 If the Customer is in default of any provision of the Agreement and is unable to cure such default within a reasonable time after receiving written notice (which contains sufficient particulars of the default), ATPI will be entitled to terminate the Agreement, Services or part thereof, in accordance with the terms of the Agreement. If the Customer fails to cure the default, ATPI will send a written notification confirming the termination of the Agreement, Services or part thereof.
- 4.10 In the event of a situation involving an event of force majeure, either Party will be entitled to terminate the Agreement, Services or part thereof if an event of force majeure continues for more than 14 days, by means of a written notification to the other Party at any time.

Software License and Third Party Technology Terms

- 4.11 ATPI grants the Customer a non exclusive, non-transferable, revocable licence to access and use the Licensed Technology solely for the Customer's internal business purposes. All other rights not granted are reserved. All intellectual property rights in and to the Licensed Technology remain vested in ATPI or its licensors. No ownership rights are transferred to the Customer. Customer shall not remove or alter any proprietary notices.
- 4.11 The Customer shall not copy, modify, reverse engineer, create derivative works, integrate the Licensed Technology with other systems without approval, distribute, rent, sublicense, assign, or provide access to third parties. Customer shall not introduce unlawful or harmful content or circumvent security controls. Customer is responsible for protecting access credentials and must notify ATPI of any unauthorized access. ATPI may conduct reasonable compliance audits on notice.
- 4.12 The Licensed Technology may include links to third-party websites or resources. ATPI is not responsible for their availability, accuracy, or content, and the Customer uses such resources at their own risk.
Concur: Rights of use include China and Japan.
Conferma: The service is best viewed using IE7/IE8, Chrome, Firefox 3.5, Safari 4, or Opera 10, though earlier browsers (including IE6) remain operational.
The Customer must maintain its own agreement with a preferred commercial charge-card provider.
- 4.13 Any updates to the Licensed Technology when available may incur additional charges which will be notified in advance. Nothing in this Agreement automatically entitles the Customer to such updates. ATPI will provide support during normal office hours.
- 4.14 The Customer acknowledges that third-party technology providers may process personal data under their own privacy policies. Customer is responsible for ensuring it has a lawful basis to submit or process personal data through the Licensed Technology.
- 4.15 ATPI may suspend or terminate access to the Licensed Technology if Customer breaches this Agreement or if use threatens system integrity or security. Upon termination, Customer must cease use and delete all copies.
- 4.16 The Customer shall comply with all applicable export-control, sanctions and trade-compliance laws in connection with its use of the Licensed Technology and shall not export, re-export or allow access to the Licensed Technology in violation of such laws



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5. PRICING AND PAYMENT

- 5.1 All prices listed in the Fee Schedule are in Euro and are quoted excluding VAT.
- 5.2 Payment is required within the period stated in the invoice in the manner indicated by ATPI. If no payment period is stated in the invoice, payment must be made within 30 days of the invoice.
- 5.3 In the event that the Customer pays ATPI by credit card/lodge card, ATPI shall pass on any third party costs associated with the credit/lodge card transaction incurred by ATPI to the Customer.
- 5.4 ATPI may require a deposit from the Customer to reserve the Travel Services. If full payment for the Travel Services is not received when due under the Travel Service Agreement, then the deposit shall be forfeited by the Customer and ATPI reserves the right to cancel any Travel Agreements without liability to the Customer.
- 5.5 Any dispute with respect to any amounts charged by ATPI to the Customer must be submitted by the Customer to ATPI in writing within 14 days of the date of the invoice, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not so submitted within that time period.
- 5.6 Without prejudice to any other rights to which it may be entitled, if any sum due and payable under this Agreement is not paid by the Customer by the due date, ATPI shall have the right to charge the statutory commercial interest in accordance with applicable law on the outstanding amount owed, from the time it is in default to the date of full payment.
- 5.7 If the Customer is in default or in the reasonable opinion of ATPI, likely to be in default of its obligations under this clause 4, ATPI may, to limit further damage, terminate (cancel) either in whole or in part, the Services, any Travel Agreement and or this Agreement. In addition to the costs which third parties have already charged or will charge as result of the termination (cancellation), the Customer will remain liable for the original fee as well as any cancellation fee (if applicable) and ATPI may deduct from any pre-paid monies already held, notwithstanding why the pre-payment was made, such costs.
- 5.8 ATPI has certain agreements in place with Travel Service Providers/travel intermediaries, under which ATPI is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of ATPI.
- 5.9 Where ATPI is charged merchant fees by banks in instances where the customer's lodged credit card is presented for payment by ATPI, these merchant fees will be passed on to the Customer.
- 5.10 ATPI is entitled to increase the fees on 1 January in each year during the term.
- 5.11 The increase shall be based on National CPI, Retail Price Index, Health Index, or such other wage price index which may apply in the country from which ATPI provides the Services

6. CONFIRMATION AND DELIVERY

- 6.1 Once an Order for Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveller, will receive a confirmation email providing the Customer and the Traveller with a confirmation number (the "**Order Confirmation**"). The Customer and the Traveller must keep the OrderConfirmation.
- 6.2 The Customer will provide ATPI in a timely manner with the information required (including any further information required) regarding itself and any other Traveller.
- 6.3 The Customer and the Traveller shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveller must contact ATPI on the same day on which the booking is made in order to have it corrected.
- 6.4 The Customer hereby agrees that ATPI will be entitled to provide the information regarding the customer and/or any Traveller, including, without limitation, any personal data, to such Travel Service Providers and ATPI group office(s), as may be required in performance of the Services. The Customer warrants to ATPI that all Travellers have given the Customer the requisite authorisations to transfer such information to ATPI, the Customer hereby indemnifying ATPI in respect of any claims brought by any Traveller in respect of any such transfer or holding of, or dealings with, any such information. If the Customer does not wish to permit such information to be provided or is in default in this respect, ATPI will not be liable for any delays and/or other damage caused by the inability to inform the Travellers in a timely manner by or on behalf of ATPI.
- 6.5 Electronic tickets will be delivered by e-mail. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Customer and ATPI. If the Customer elects to have any documents delivered by courier, applicable courier charges will be payable by the Customer. The Customer and the Traveller are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

7. CUSTOMER RESPONSIBILITIES AND DOCUMENTATION

- 7.1 It is the responsibility of the Customer to ensure that he or she and the other Travellers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel,



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and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination. The Customer acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Services.

- 7.2 Air travel to other countries is governed by various conventions and agreements between Italy and other governments, which are incorporated into the Travel Agreement.
- 7.3 The Customer shall supply such documents, information and authorizations which ATPI may reasonably require (including, without limitation, account opening documents) for the purposes of opening and maintaining the relevant account(s), to comply with any applicable laws and shall not be obliged to open any Customer account(s) until such process is completed.

8. INSURANCE

- 8.1 ATPI recommends the purchase by the Customer and any Traveller, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.

9. AMENDMENTS, CANCELLATION AND CHANGES

- 9.1 If either party wishes to change or cancel the scope or performance of the Services detailed in an Order Confirmation, it shall submit details of the requested change to the other party in writing. ATPI shall, within a reasonable time after such request, provide a written estimate to the Customer of:
 - 9.1.1 any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;
 - 9.1.2 the likely effect of the change on the Travel Services and Services; and
 - 9.1.3 any other impact the change might have on the performance of the Agreement.
- 9.2 Promptly after receipt of the written estimate, the Customer shall advise ATPI if it wishes to proceed with the such change or cancellation.
- 9.3 If the Customer wishes to change or cancel a Travel Agreement in whole or part, the ATPI fees as set out in the Fee Schedule shall apply to, both the original booking fee as well as any corresponding change or cancellation fee.
- 9.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, ATPI shall not be liable to the Customer and the Customer agrees to pay any associated costs of the Travel Service Provider relating to the change/termination.

10. PRIVACY AND COMMUNICATION

- 10.1 ATPI agrees that it shall comply with the terms of applicable data protection law (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 Services. ATPI agrees that it will not use personal data provided by the Customer for any other reason.
- 10.2 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 Legislation.
- 10.3 Depending on the nature of the processing activity, ATPI may act as: (a) Processor, where it processes personal Data on behalf of Customer in connection with the booking and management of Travel Services; and/or (b) Independent controller, where it processes personal data for its own legitimate purposes, including fraud prevention, sanctions screening, regulatory compliance, service security, or operational analytics.
- 10.4 ATPI confirms that it will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data provided by the Customer and against accidental loss or destruction of or damage to personal data and will only process such personal data in accordance with this Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for ATPI to divulge certain personal data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. ATPI may therefore have to transfer personal data outside Europe to be able to complete the passenger booking and the requirements of this Agreement
- 10.5 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide ATPI with the personal data.
- 10.6 ATPI may use data derived from the provision of the Services, including de-identified and aggregated data, to operate, maintain, develop and improve its services, reporting, analytics, automation and security processes. ATPI may also use industry-standard tools and technologies (including AI-assisted tools) to support the delivery and improvement of the Services, provided that appropriate technical and organisational measures are implemented to protect Customer's



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Confidential Information. Identifiable Customer Data shall not be used to train machine learning models made generally available to third parties outside the ATPI's services without the Customer's prior written consent.

- 10.7 The Customer may authorise ATPI to share certain Personal Data such as Traveler passport information with the Customer's third party service providers, including: port agents, manning agents, vessel/master and any additional parties as advised by the Customer in writing from time to time ("**Recipients**") during the term of the Agreement.
- 10.8 The Customer acknowledges and agrees that ATPI shall have no responsibility or liability for any processing, use, disclosure, or retention of personal data by the Recipients after the data has been transferred in accordance with the Customer's authorisation. The Customer acknowledges that once the data is handed over to the Recipients, ATPI does not control or influence their processing activities and shall not be held liable for any breach, misuse, or non-compliance by the Recipients

11. CONFIDENTIAL INFORMATION

- 11.1 All non-public, confidential or proprietary information of either Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by either Party to the other, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any the other Party without the prior written consent of the discloser. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the other Party at the time of disclosure; or (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party. .
- 11.2 The Customer and the Traveller agree to use the Confidential Information only to make use of the Services .
- 11.3 Each Party shall be entitled to seek injunctive relief for any violation of this Clause.

12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT SHALL ATPI BE LIABLE TO THE CUSTOMER OR A TRAVELLER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2 IN NO EVENT SHALL ATPI 'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TRANSACTION FEES PAID TO ATPI FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.
- 12.3 The limitation of liability set forth above shall not apply to (i) liability resulting from ATPI gross negligence or wilful misconduct;(ii) death or bodily injury resulting from ATPI negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.
- 12.4 Except as expressly set out in this Agreement, the Services and Licensed Technology 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.
- 12.5 ATPI shall have no liability to the Customer for the acts or omissions of any Travel Service Provider arising out of or in connection with any Travel Services Agreement entered between a Travel Service Provider and a Customer, including but not limited to errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider. In respect of all Travel Services, the terms and conditions contained in the Travel Service Agreement shall apply.
- 12.6 All claims and other entitlements against ATPI, for whatever reason, shall expire 6 months after Customer and/or Traveller became aware or should have become aware of the facts on which this claim or entitlement is based. These claims and other entitlements shall in any event expire 12 months after the service in question was invoiced by ATPI.
- 12.7 Customer shall indemnify ATPI for losses arising from misuse of the Licensed Technology or Customer's breach of the rights of use granted pursuant to clause 4.

13. COMPLIANCE WITH LAWS

- 13.1 In performing its obligations under the Agreement, ATPI shall establish and maintain appropriate business standards, procedures and controls and shall, including those to avoid any real or apparent impropriety or adverse impact on the



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interests of the Customer.

- 13.2 ATPI undertakes to comply with the terms of the Criminal Finances Act 2017; and conducts its business in a manner that is consistent with all applicable laws and regulations.
- 13.3 Customer represents that neither it nor its Travellers are subject to applicable sanctions restrictions and that it shall not use the Services or Licensed Technology in violation of export control or sanctions laws.
- 13.4 ATPI may refuse, suspend or terminate the provision of Services where reasonably necessary to comply with applicable sanctions, export control, anti-money laundering, anti-bribery laws or governmental security requirements. Such action shall not constitute a breach of this Agreement.
- 13.5 Customer shall provide information reasonably requested to enable ATPI to comply with applicable laws. Each Party shall promptly notify the other of any circumstance that materially affects its ability to perform this Agreement in compliance with applicable laws

14. MISCELLANEOUS

- 14.1 ATPI reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.
- 14.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.3 A person who is not a party to this Agreement has no right to enforce any of its terms under it.
- 14.4 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction.
- 14.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ATPI. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.
- 14.6 These Terms and Conditions are solely for the benefit of the Customer and ATPI. It is not for the benefit of any other person, except for permitted successors and assigns.
- 14.7 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.

15. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 15.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of Italy.
- 15.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Italy, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.