



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

The Parties agree that these terms and conditions govern the Event Management Services provided to the Customer by Vision Travel DT Ontario-West Inc. ("ATPI").

1. DEFINITIONS

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

"**ATPI Fees**" means those fees due to ATPI for the provision of the Event Management Services as set out in the Fee Schedule or an Order Confirmation.

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

"**Customer**" means the client entity listed in the Fee Schedule or Order Confirmation (as applicable).

"**End User License Agreement**" means the license terms applicable to the Licensed Products as set out here: <https://www.atpi.com/legal/eula/>.

"**Event Management Services**" means those services to be provided by ATPI to the Customer in relation to an event as specified in an Order Confirmation and outlined in Appendix 1.

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

"**General Agreement**" means the Fee Schedule (if applicable), these terms and conditions, End User License Agreement (if applicable) and any Order Confirmation entered into between ATPI and Customer.

"**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.

"**Licensed Products**" means those online booking, registration tools and other technology tools provided by ATPI to the Customer from time to time, as set out in an Order Confirmation.

"**Proposal**" means ATPI's outline to the Customer to provide the Event Management Services.

"**Order Confirmation**" means the agreement for the provision of Event Management Services by ATPI to the Customer in relation to a specific event agreed in accordance with clause 3.1, a template of which is included in Appendix 2.

"**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**" means collectively or any provider 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.

"**Travel Services**" means transportation, accommodation, ticket provisions or other travel or event arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

1.2 The Appendixes form part of this General Agreement and shall have effect as if set out in full in the body of this General Agreement. Any reference to this General Agreement includes the Appendixes.

2. SERVICES

2.1 The Customer may procure any of the Event Management Services by agreeing an Order Confirmation with ATPI pursuant to clause 3 below.

2.2 ATPI shall provide the Event Management Services from the date specified in the relevant Order Confirmation.

2.3 This General Agreement shall remain in full force and effect unless and until terminated in accordance with clause 8 (Termination).

3. ORDER CONFIRMATIONS

3.1 Each Order Confirmation shall be agreed in the following manner:

- (a) the Customer shall ask ATPI to provide any or all of the Event Management Services and provide ATPI with as much information as ATPI reasonably requests in order to prepare a Proposal for the Event Management Services requested;
- (b) following receipt of the information requested from the Customer ATPI shall, as soon as reasonably practicable either:
 - (i) inform the Customer that it declines to provide the requested Event Management Services; or
 - (ii) provide the Customer with a Proposal.



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

- (c) if ATPI provides the Customer with a Proposal pursuant to clause 3 (b)(ii), ATPI and the Customer shall discuss and agree a draft Order Confirmation; and
- (d) both parties shall sign the agreed Order Confirmation.

- 3.2 Unless otherwise agreed, the ATPI Fees shall be calculated in accordance with this General Agreement.
- 3.3 Once an Order Confirmation has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 8 (Termination).
- 3.4 In the event of any conflict or inconsistency between these terms and conditions and an Order Confirmation, the Order Confirmation will take precedence.
- 3.5 The Customer acknowledges that where ATPI arranges 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.
- 3.6 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.

4. EVENT MANAGEMENT SERVICES

- 4.1 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 Services. Until such time as ATPI issues the executed Order Confirmation to the Customer, no contract has been formed between the Customer and the Travel Service Provider.
- 4.2 The Customer acknowledges that the Travel Service Provider shall not be obliged to fulfil an agreement if and to the extent that the offer or the written confirmation is based on an evident error or mistake.
- 4.3 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 affiliated companies and nothing in this Agreement shall be construed as being an obligation to pass any such commissions and/or additional benefits to the Customer.
- 4.4 The Parties acknowledge and agree that the Event Management Services provided under this General Agreement are excluded from the provisions of the Package Travel and Linked Travel Arrangements Regulations 2018.

5. ATPI RESPONSIBILITIES

- 5.1 ATPI shall ensure that:
 - 5.1.1 it has the capacity, resources and experience to perform the Event Management Services in accordance with the applicable Order Confirmation;
 - 5.1.2 personnel performing the Event Management Services shall be properly qualified, skilled and experienced;
 - 5.1.3 it shall perform the Event Management Services with skill, care and diligence to a standard which would reasonably be expected from a person highly skilled and experienced in providing Event Management Services and carrying out obligations similar to those set out in the Order Confirmation;
 - 5.1.4 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 Event Management Services; and
 - 5.1.5 it shall, in its performance of this General Agreement and the Event Management Services hereunder, comply with all relevant statutes, bye-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 Event Management Services are to be carried out.
- 5.2 ATPI grants to the Customer a non-exclusive, non-transferable license to use the Licensed Products during the term of this General Agreement, subject to the terms of the specific End User License Agreement. This General Agreement includes the full and complete grant of rights by ATPI to the Customer. All rights not expressly granted are reserved.

6. CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall co-operate with ATPI in all matters relating to the Event Management Services.
- 6.2 The Customer shall promptly provide to ATPI all information held by the Customer which ATPI may reasonably require to enable it to perform the Event Management 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.
- 6.3 For the avoidance of doubt, it is the responsibility of each Customer's travellers to ensure that they are in possession of a



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

valid passport and/or visa and/or health requirements for their journey and participation of an event.

- 6.4 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.

7. TERMS OF PAYMENT

- 7.1 In consideration of the provision of Event Management Services the Customer shall pay ATPI the ATPI Fees.
- 7.2 Where ATPI has to pay Travel Service Providers 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 services of such Travel Service Providers and shall have no liability to Customer for failing to do so. The exchange rate applicable to Travel Service costs due to Travel Service Providers shall be determined on a case by case basis at the time when payment is required.
- 7.3 ATPI shall submit details of invoices to the Customer in respect of all Event Management Services provided under an Order Confirmation.
- 7.4 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.
- 7.5 All payments must be made by bank transfer or by check directly to ATPI. ATPI may authorize the use of a credit card provided by the customer or client to pay for all Charges. An additional fee of 3% will be applied for credit card payments.
- 7.6 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:
- 7.5.1 ATPI shall have the right to charge 5% interest or the statutory commercial interest in accordance with the applicable law, whichever is higher, on the outstanding amount owed, from the time it is in default to the time of full payment; and
- 7.5.2 ATPI may suspend all or part of the Event Management Services until payment has been made in full.
- 7.7 Should the Customer dispute or query an invoice submitted by ATPI, the Customer shall where reasonably possible notify ATPI within seven (7) days of receipt of invoice in writing stating the nature and the amount disputed.
- 7.8 The Parties shall endeavour to resolve any disputed amount within seven (7) days of notification of such dispute.
- 7.9 All sums payable to ATPI under this General Agreement or an Order Confirmation:
- 7.8.1 are exclusive of the applicable tax (GST, HST or QST), and the Customer shall in addition pay an amount equal to any tax chargeable on those sums on delivery of a tax invoice; and
- 7.8.2 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).
- 7.10 Upon the purchase of any Event Management Services, the Customer hereby agrees to contribute to any travellers compensation fund as may be prescribed by applicable law. For example, this may include Ontario's Travel Assurance Fund and Quebec's Fonds d'Indemnisation des Clients des Agents de Voyage, and Ontario Travel Industry Compensation Fund) (an "Indemnity Fund"). The Customer's contribution to an Indemnity Fund is detailed in the Order Confirmation.
- 7.11 ATPI is entitled to increase the ATPI Fees on 1 January in each year during the term of the General Agreement.
- 7.12 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 Event Management Services.

8. TERMINATION

- 8.1 Either Party shall have the right to terminate this General Agreement or an Order Confirmation under this Agreement:
- 8.1.1 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
- 8.1.2 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
- 8.2 Either Party may terminate this General Agreement for convenience subject to providing two (2) months' prior written notice.
- 8.3 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 TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

- General Agreement is terminated, no new Order Confirmations can be effected.
- 8.4 The termination of any individual Order Confirmation shall not affect any other Order Confirmation or this General Agreement.
- 8.5 On termination of this General Agreement or any individual Order Confirmation:
- 8.5.1 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 11 shall survive any termination of this General Agreement;
- 8.5.2 any and all licenses to use any Licensed Products shall terminate immediately; and
- 8.5.3 the Customer shall immediately pay to the ATPI all of ATPI's outstanding unpaid invoices and interest and, in respect of the Event Management 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;
- 8.5.4 the following clauses shall continue in force: clause 1, clause 10, clause 11, clause 13 and clause 16.
- 8.6 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

- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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 to the 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 ATPI if it is unable to do so. Where additional Travel Services are booked, the Customer shall pay ATPI the applicable ATPI Fees.

9. DATA PROTECTION

- 9.1 ATPI agrees that it shall comply with applicable data protection laws 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 Services. ATPI agrees that it will not use Personal Data provided by the Customer for any other reason.
- 9.2 Defined terms used in this clause 9 shall have the meaning ascribed to in the Data Protection Legislation.
- 9.3 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.
- 9.4 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.
- 9.5 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 General 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 General Agreement or applicable Order Confirmation.
- 9.6 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.



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 In relation to the Event Management Services and the Licensed Products, ATPI and its licensors shall retain ownership of all Intellectual Property Rights.
- 10.2 ATPI:
- 10.2.1 warrants that the receipt, use and onward supply of the Event Management Services and the Licensed Products 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
 - 10.2.2 shall indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (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 Event Management Services and the Licensed Products in accordance with the terms of this General Agreement.
- 10.3 If ATPI is required to indemnify the Customer under this clause 10, the Customer shall:
- 10.3.1 notify ATPI in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.2.2(**IPRs Claim**);
 - 10.3.2 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;
 - 10.3.3 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
 - 10.3.4 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.

11. CONFIDENTIALITY

- 11.1 All non-public, confidential or proprietary information of a 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 one Party to another, 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 Event Management Services is confidential, and shall not be disclosed or copied by such Party without the prior written consent of the other Party. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the disclosing Party at the time of disclosure; or (iii) rightfully obtained by Party on a non-confidential basis from a third party.
- 11.2 The Parties agree to use the Confidential Information only to make use of the Event Management Services.
- 11.3 Either Party shall be entitled to seek injunctive relief for any violation of this clause 11.

12. LIABILITY AND INDEMNITY

- 12.1 Nothing in this General Agreement or any Order Confirmation excludes or limits the liability of either Party in respect of:
- 12.1.1 death or personal injury caused by its negligence;
 - 12.1.2 fraudulent misrepresentation; or
 - 12.1.3 liability which may not otherwise be limited or excluded under applicable law.
- 12.2 Subject to Clause 12.1:
- 12.2.1 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 Event Management 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;
 - 12.2.2 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;
 - 12.2.3 ATPI's sole liability and the Customer's sole remedy in relation to any incorrect booking, shall be ATPI's re-performance of the Event Management Services in order to rectify errors made by ATPI, at no cost to the Customer; and
 - 12.2.4 The total aggregate liability of ATPI to the Customer 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 Event Management Services provided under the Order Confirmation giving rise to the claim.



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

- 12.3 ATPI acts as the intermediary in respect of all bookings for Travel Services it 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.
- 12.4 Except as expressly set out in this General Agreement or an Order Confirmation, the Licensed Products 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 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 Event Management 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.
- 12.6 For the purposes of this clause 12, "Party" and "Customer" shall be construed as being the Parties or the applicable parties named in the Order Confirmation giving rise to the claim.

13. INSURANCE

- 13.1 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.

14. COMPLIANCE

- 14.1 Each In performing its obligations under the Agreement, ATPI shall establish and maintain appropriate business standards, procedures, controls and shall including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.
- 14.2 ATPI undertakes to comply with the terms of the Criminal Finances Act 2017, 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 and conducts its business in a manner that is consistent with all applicable laws, regulations.

15. MISCELLANEOUS

- 15.1 ATPI reserves the right to alter or amend these terms and conditions at any time by written notice to the Customer.
- 15.2 If any term or provision of the General Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the General Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.3 A person who is not a party to this General Agreement has no right to enforce any of its terms.
- 15.4 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 General Agreement.
- 15.5 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 General Agreement.
- 15.6 In the event of a situation involving an event of force majeure, either Party will be entitled to terminate the General Agreement, or applicable Order Confirmation by means of a written notification to the other Party at any time. This does not relieve the Customers payment obligations under any Order Confirmation.
- 15.7 This Clause applies only to persons residing outside Quebec, Ontario, or Saskatchewan. Subject to applicable laws, any dispute, whether in court or otherwise, will be conducted solely on an individual basis. You agree that you shall not have the right or authority for any dispute to be brought as a class action, or to participate in any class action or other proceeding in which any person acts or proposes to act in representative capacity.



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

16. GOVERNING LAW AND JURISDICTION

- 16.1 All matters arising out of or relating to the General Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- 16.2 Where the terms of the General Agreement conflict with the provisions of any Canadian federal, provincial, territorial consumer protection legislation or the like, those terms and conditions will be invalid or unenforceable, however, the remainder of the Agreement shall remain.
- 16.3 Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Version: June 2026



GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

APPENDIX 1: Event Management Services

The Event Management Services includes but is not limited to the following:

Services

Client project meetings

Project meetings with client

Flights/trains/ferry

arrange flights, train or ferry tickets

Hotel accommodation

Arrange the hotel accommodation for guests and crew accommodations, meeting rooms

AV requirements

Arrange AV requirements

F & B

arrange food and beverage services

Tailored program

arrange social programs like excursions, entry tickets

Transfers

Arrange local transfers and or car rental

Communication

Concept and communication services

ATPI Halo Sustainability program

ATPI Inspection and Onsite

Arrange ATPI Onsite project management

Arrange ATPI Site inspection

Finance

* Budget management, financial reporting, payment to suppliers, and final settlement

Evaluation

GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

APPENDIX 2: order confirmation (Pro Forma)

Event Order Confirmation #[insert]

Event Name

ATPI Company:	Insert ATPI Entity ("ATPI")	Customer:	Insert Customer Entity("Customer")
ATPI Contact:	Project Manager Name	Customer Contact:	Insert Customer ContactName
ATPI Contact No.	Insert Contact Number	Customer Contact No.	Insert CustomerTelephone #

ATPI agrees to provide the following services on the following commercial terms:

EVENT DETAILS

Event Reference:	
Start Date:	
End Date:	
Destination:	

[FLIGHTS]

Date	From	To	Flight number	Flight times

Total flight costs \$ specify amount including/ excluding taxes

Cancellation:	Insert date and amount / percentage
Changes:	Insert date and amount / percentage

Flights Terms and Conditions

RESERVATION POLICY

1. All fares and fees are subject to availability at time of approved and ticket issuance. Flights booking will be made, after authorization of flight options, by participant list submitted to ATPI by the client.
2. Each reservation is subject to airline's applicable contract of carriage and general terms and conditions governing passengers and baggage and all applicable fare rules, restrictions and/or cancellations. Details can be provided at time of approval related to each specific airline based on the chosen class of service.
3. Client is to provide participant list with complete traveler's names as per passport, cities of departure, preferred arrival and departure time as well as date of birth, class of service and frequent flyer number.

- Client agrees to pay ATPI fees as described on this attachment, and, for all Client authorized business travel booked by ATPI, will provide ATPI with a credit card to be charged for airlines reservations.
- Client agrees to pay ATPI for surcharges commonly known as debit memos, industry chargebacks, sales adjustments and administrative charges incurred by Client's Travelers.

[ACCOMMODATION]

Hotel:	Name accommodation
Check-in date:	date

GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

Check-out date:	date
Rooms:	Number and type
Rate:	Specify - including / excluding tax
Breakfast:	Included or excluded; excluded – rate
Other services:	Like parking
Total hotel costs:	specify

Cancellation:	Insert date and amount / percentage
Changes:	Insert date and amount / percentage

ATTRITION:

(include attrition & specific cancellation policy as per hotel contract)

PROGRAM (Social program F&B, transfers, etc)

Program	Description, see cost specification
----------------	-------------------------------------

Cancellation:	Insert date and amount / percentage
Changes:	Insert date and amount / percentage

Other services	Description, see cost specification
-----------------------	-------------------------------------

Total costs:	[\$]
Cancellation:	Insert date and amount / percentage
Changes:	Insert date and amount / percentage

[ATPI INSPECTION AND ONSITE]

ATPI Inspection & Onsite	Description, see cost specification
Total costs:	[\$]

Cancellation:	Insert date and amount / percentage
Changes:	Insert date and amount / percentage

[ATPI FEES]

ATPI management fee or transaction fee:	Specify details
Total ATPI Fees:	[\$]
Cancellation:	Insert date / percentage cancellation costs

TERM

This Order Confirmation is effective as of << effective date of agreement >> and shall remain in effect until final reconciliation of the Charges and Services under this Order Confirmation.

FINANCIAL OVERVIEW

Insert detailed overview of costs

GENERAL TERMS OF BUSINESS GROUP, MEETINGS & EVENTS

Important Note:

All the costs established above (concerning hotel room rates, meeting room rental fees, air and land transportation, and other miscellaneous items of the event) can increase without notice in the event the clients’ needs are reduced following the initial request received by ATPI Canada. Should the event be cancelled, ATPI management fees will apply to the total current estimated total project at time of cancellation in order to cover the invested time.

Should the scope of work changes, or additional elements (on-site assistance, ground transport services) be added, an amendment to this scope of work will be required. The updated budget will be sent out to Client constantly if there are changes/additions.

PAYMENT

ATPI will invoice the Customer as follows:

Date Due to ATPI	% of total	Amount
FLIGHTS	100%	[insert specific amount]
ACCOMMODATION	100%	[insert specific amount]
OTHER SERVICES	100%	[insert specific amount]
ATPI FEES	100%	[insert specific amount]

FICAV Contribution INDEMNITY FUND

The Compensation Fund for customers of travel agents is administered by the Quebec Consumer Protection Office (OPC). It is a financial protection plan that is complementary to the protection provided by travel insurance by allowing you to be reimbursed or compensated if you do not receive the services for which you have paid. The Customer automatically benefits from the protection provided by the Fund when you purchase services through a travel agency that holds a license from the Office (like ATPI), regardless of whether the agency conducts its activities in a brick-and-mortar establishment or online. Cost of the protection as of January 1, 2025: the protection is \$0. More details can be found here: www.opc.gouv.qc.ca/en/consumer/good-service/travel/compensation-fund/definition

TRAVEL SERVICE PROVIDER AND TRAVEL AGREEMENT(S)

By returning this Order Confirmation to ATPI, the Customer confirms its acceptance to the terms of the Travel Agreement and duly and expressly authorises ATPI to sign the Travel Agreement(s) for and on its behalf. From time to time during the Term of this Order Confirmation, ATPI may advise the Customer of additional Travel Service Provider terms that apply if the scope of the Services changes.

ATPI will invoice the Customer for any cancellation fees payable in accordance with the terms of the Travel Service Agreement including any additional Charges for extras, damages or services incurred by the Client.

The Customer acknowledges and agrees that all sales are final and there are no refunds, cancellations, or exchanges for any reason, except as specifically provided in the Order Confirmation or as otherwise agreed upon in writing by ATPI in its sole and absolute discretion.

This Order Confirmation shall be read in conjunction with the provisions of the terms available here: [\https://www.atpi.com/legal/group-meetings-and-events-services/ OR General Agreement for EventManagement

**GENERAL TERMS OF BUSINESS
GROUP, MEETINGS & EVENTS**

Services entered into between Customer and ATPI dated [add date of signed agreement].

This Order Confirmation supersedes and replaces all prior Order Confirmations in relation to its subject matter and supplier contracts related to this event. The conditions in this Order Confirmation shall take precedence over the terms set out in the General Agreement to the extent that the terms conflict.

All bookings are provisional until this Order Confirmation is signed and returned by email to: [insert@atpi.com]. If a signed copy of this Order Confirmation is not received by ATPI by [insert date], ATPI reserves the right to release all reservations held.

The person executing this Order Confirmation on behalf of the Customer represents and warrants that they are duly authorised to execute this Order Confirmation and bind the Customer.

ATPI		Customer	
Authorised Signature:		Authorised Signature:	
Company Name:		Company Name:	
Name:		Name:	
Title:		Title:	
Date:		Date:	