

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by Vision Travel DT Ontario-West Inc. (“Direct Travel”).

1. DEFINITIONS

- 1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions and any Order Confirmation entered into between Direct Travel 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 anonymized and aggregated data.
- 1.5 **Fee Schedule:** means the Customer specific price list.
- 1.6 **Licensed Technology:** means Direct Travel proprietary software and any third-party technology provided by Direct Travel 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 **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.
- 1.9 **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.
- 1.10 **Traveler:** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.
- 1.11 **Travel Service Provider:** means collectively or any of, as the context so permits, third party providers of Travel Services from time to time.
- 1.12 **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 Direct Travel 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 Direct Travel. 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 Direct Travel 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 Direct Travel, and are expressly excluded unless Direct Travel 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 Direct Travel.

3. SERVICES

- 3.1 Direct Travel shall provide the Services described in an Order Confirmation or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and Direct Travel agrees to sell, the Services.
- 3.2 Customer may request to have Direct Travel provide various group travel or meetings and events services, including, but not limited to, end to end meeting logistics, group hotel sourcing/contracting, web registration, meeting technology, group air movements, group ground transportation, onsite staffing, and support, etc. as may be required. Any group travel, meetings or incentive services provided by Direct Travel to the Customer shall be subject to separate terms and conditions and fee agreements.
- 3.3 The Customer acknowledges that Direct Travel is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

4. RESPONSIBILITY

Travel Services

- 4.1 Where Direct Travel 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 Direct Travel for the Services. Until such time as Direct Travel issues the Order Confirmation, no contract has been formed between the Customer and Travel Service Provider.

- 4.2 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveler, Direct Travel does not guarantee or ensure the Travel Services to be provided by any Travel Service Provider.
- 4.3 From time to time, Direct Travel 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 Traveler'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.

Services

- 4.4 The Customer and the Travelers are obligated to comply with all the instructions given by Direct Travel 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 Direct Travel 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, or they will be obliged to bear their own damage caused as a result.
- 4.5 The Customer and/or the Travelers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying Direct Travel as quickly as possible of any complaints. Complaints with respect to a reservation made by Direct Travel must be submitted to Direct Travel 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.
- 4.6 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), Direct Travel 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, Direct Travel will send a written notification confirming the termination of the Agreement, Services or part thereof.
- 4.7 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

- 4.8 Direct Travel grants the Customer a non-exclusive, non-transferable, revocable license 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 Direct Travel or its licensors. No ownership rights are transferred to the Customer. Customer shall not remove or alter any proprietary notices.
- 4.9 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 Direct Travel of any unauthorized access. Direct Travel may conduct reasonable compliance audits on notice.
- 4.10 The Licensed Technology may include links to third-party websites or resources. Direct Travel 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.
- 4.11 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. Direct Travel will provide support during normal office hours.
- 4.12 The Customer acknowledges that third-party technology providers may process Personal Information under their own privacy policies. Customer is responsible for ensuring it has a lawful basis to submit or process Personal Information through the Licensed Technology.
- 4.13 Direct Travel 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.
- 4.14 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.

5 PRICING AND PAYMENT

- 5.1 All prices listed in the Fee Schedule are in Canadian Dollars unless otherwise stated.
- 5.2 Payment is required at the time of purchase by credit card payment unless an exception is noted on the Fee Schedule.
- 5.3 Direct Travel is entitled to increase the charges on 1st day of January in each year during the term.

- 5.4 The annual fee increase shall be calculated based on the percentage change increase in the total Consumer Price Index over the past twelve months published by the Bank of Canada and will be rounded to the closest 25 cents.
- 5.5 Such increase shall be based on the prior four quarters percentage increase in the Employment Cost Index for wages and salaries of professional and business service workers as published by the Official Governmental instance.
- 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, and if such amount remains due and payable seven (7) days after written demand from Direct Travel for payment, Direct Travel shall have the right to charge interest and compensation in accordance with applicable law.

6 CONFIRMATION AND DELIVERY

- 6.1 Once an order for Travel Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveler, will receive a confirmation email providing the Customer and the Traveler with a confirmation number (the “**Order Confirmation**”). The Customer and the Traveler must keep the Order Confirmation.
- 6.2 The Customer will provide Direct Travel in a timely manner with the information required (including any further information required) regarding itself and any other Traveler.
- 6.3 The Customer and the Traveler shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Travel Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveler must contact Direct Travel on the same day on which the booking is made in order to have it corrected.
- 6.4 The Customer hereby agrees that Direct Travel will be entitled to provide the information regarding the Customer and/or any Traveler, including, without limitation, any Personal Information, to the Travel Service Providers. The Customer warrants to Direct Travel that all Travelers have given the Customer the requisite authorizations to transfer such information to Direct Travel, the Customer hereby indemnifying Direct Travel in respect of any claims brought by any Traveler 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, Direct Travel will not be liable for any delays and/or other damage caused by the inability to inform the Travelers in a timely manner by or on behalf of Direct Travel.
- 6.5 Electronic tickets will be delivered by means of e-mail.

7 CUSTOMER RESPONSIBILITIES AND DOCUMENTATION

- 7.1 It is the responsibility of the Customer to ensure that he or she and the other Travelers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel, 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 Travel Services.
- 7.2 Air travel to other countries is governed by various conventions and agreements between the UK and other governments, which are incorporated into the Travel Agreement.

8 INSURANCE

- 8.1 Direct Travel recommends the purchase by the Customer and any Traveler, 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. Direct Travel 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 Direct Travel if it wishes to proceed with such change or cancellation.
- 9.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the Direct Travel fees as set out in the Fee Schedule shall apply to, both the original booking fee as well as any corresponding cancellation fee.
- 9.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, Direct Travel 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 Direct Travel agrees that it shall comply with any applicable information privacy and data protection laws and regulations, and any revisions thereof (referred to as “Data Protection Legislation”) concerning the processing of Personal Information (as defined in the Data Protection Legislation) that the Customer provides to Direct Travel and will only use and process Personal Information for the purposes of performing the Services. Direct Travel agrees that it will not use Personal Information provided by the Customer for any other reason.
- 10.2 Direct Travel agrees that it will at all times process Personal Information 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, Direct Travel may act as: (a) Processor, where it processes Personal Information on behalf of Customer in connection with the booking and management of Travel Services; and/or (b) Independent Controller, where it processes Personal Information for its own legitimate purposes, including fraud prevention, sanctions screening, regulatory compliance, service security, or operational analytics.
- 10.4 Direct Travel confirms that it will take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Information provided by the Customer and against accidental loss or destruction of or damage to Personal Information and will only process such Personal Information 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 Direct Travel to divulge certain Personal Information 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. Direct Travel may therefore have to transfer Personal Information outside Canada 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 Direct Travel with the Personal Information .
- 10.6 Direct Travel 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. Direct Travel 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 organizational measures are implemented to protect Customer’s Confidential Information. Identifiable Customer Data shall not be used to train machine learning models made generally available to third parties outside the Direct Travel’s services without the Customer’s prior written consent.

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 Traveler 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 EITHER PARTY BE LIABLE TO THE OTHER 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 The total aggregate liability of the Client and Direct Travel under or in connection with this Agreement (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatever nature and however caused shall be limited to and in no circumstances shall exceed the amount of the amounts paid by the Client to Direct Travel in the twelve (12) months prior to the date of the incident giving rise to the claim.
- 12.3 The limitation of liability set forth above shall not apply to (i) liability resulting from Direct Travel gross negligence or willful misconduct; or (ii) 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 Direct Travel 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 Direct Travel, its agents, employees of third party providers or Travel Service 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 Direct Travel 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 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 Agreement shall apply.
- 12.6 Customer shall indemnify Direct Travel 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 Each Party shall comply with all applicable laws and regulations in connection with this Agreement, including anti-bribery, anti-corruption, anti-money laundering, export control, sanctions and tax evasion prevention laws (including, where applicable, *Corruption of Foreign Public Officials Act (Canada)* and the *Proceeds of Crime and Terrorist Financing Act (Canada)*).
- 13.2 Customer represents that neither it nor its Travelers 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.
- 13.3 Direct Travel 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.
- 13.4 Customer shall provide information reasonably requested to enable Direct Travel 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 Direct Travel 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 Direct Travel. 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 Direct Travel. 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 the Province of Ontario and the laws of Canada.
- 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 the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.