



GENERAL TERMS OF BUSINESS

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

1. DEFINITIONS

- 1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions and any Order Confirmation 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 anonymized 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 **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 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 Confirmation 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 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 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, ATPI does not guarantee or ensure the Travel Services to be provided by any Travel Service Provider.
- 4.3 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 Traveler’s sole and exclusive

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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 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, 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 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.
- 4.6 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), 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.
- 4.7 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 ATPI 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 ATPI 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 ATPI of any unauthorized access. ATPI may conduct reasonable compliance audits on notice.
- 4.10 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.
- 4.11 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. ATPI 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 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.
- 4.14 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 ATPI 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

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from ATPI for payment, ATPI 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 ATPI 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 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 Traveler, including, without limitation, any Personal Information, to the Travel Service Providers. The Customer warrants to ATPI that all Travelers have given the Customer the requisite authorizations to transfer such information to ATPI, the Customer hereby indemnifying ATPI 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, ATPI 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 ATPI.
- 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 ATPI 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. 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 such change or cancellation.
- 9.3 If the Customer wishes to 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 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 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 ATPI and will only use and process Personal Information for the purposes of performing the Services. ATPI agrees that it will not use Personal Information provided by the Customer for any other reason.
- 10.2 ATPI agrees that it will at all times process Personal Information in full compliance with the rights of data subjects under

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- Data Protection Legislation and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection Legislation.
- 10.3 ATPI 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 ATPI 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. ATPI may therefore have to transfer Personal Information outside Canada to be able to complete the passenger booking and the requirements of this Agreement
- 10.4 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 Information .
- 10.5 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 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 ATPI's services without the Customer's prior written consent.
- 10.6 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.
- 10.7 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. 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 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 ATPI 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 ATPI 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 ATPI 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 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



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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 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 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 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 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 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.
- 13.4 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 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.