

C&T MEETINGS & EVENTS GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, the following definitions shall apply:
"Additional Service(s)" means any changes and/or additional services pursuant to Clause 3.c of the General Terms and Conditions;
"Agreement" means these General Terms and Conditions and Annex 1 and any appendices;
"Annex", "Annexes" mean each and every numbered or titled schedule and, more in general, document which are essential and substantial part of the Agreement;
"Delegate(s)" means those individuals who will be taking part in the Event by invitation of the Client or a client of the Client;
"Event" means the group activity, event, incentive or conference or any other Service or any combination provided by C&T for Client under this Agreement;
"Event First Service Start Date" means the date C&T first delivers any Service in respect of the Event to the Client;
"General Terms and Conditions" means these terms and conditions;
"Inspection Trip" means a visit to the Service Location to inspect the planned Services;
"Service", "Services" mean any of the following (non-exhaustive) list: accommodation, rail transport, coach transport, catering, restaurants, venues, guides, assistants, interpreters, entrances, or tourist attractions, and any combination thereof provided in respect of this Agreement;
"Service Location" means where an Event takes place as set out in this Agreement;
"Special Terms" means any terms and conditions required or imposed by C&T's external suppliers or subcontractors (including but not limited to cancellation and amendment conditions and charges) and/or any other special terms and conditions notified by C&T to the Client;
"Terms of Payments" means the terms of payments as set out in the Meetings & Events Agreement.

2. TERM

This Agreement shall commence on the date of signature and shall remain in force until all Services have been delivered and final payment has been received unless terminated in accordance with its terms.

3. BOOKING PROCEDURE

- a. Failure by the Client to make any payment due under the Terms of Payment by the dates stipulated therein may result in release of the Services held by C&T for the Client.
- b. Any changes, additional services and/or cancellations required by the Client after the date of this Agreement must be requested in writing and confirmed by C&T in writing. C&T agrees to use its best efforts to accommodate requested changes and/or additional services. In the event C&T is able to accommodate such requested changes and/or additional services, C&T will notify Client of the cost and invoice Client in accordance with the Terms of Payment. All Additional Services so confirmed will be subject to the same Terms of Payments and cancellation policies applicable to the Services.
- c. C&T will make every effort to provide the Services as described, but reserves the right to make necessary adjustments as needed without affecting the material nature or overall quality of the Service.

4. PAYMENT CONDITIONS

- a. All rates are as quoted in the Agreement and unless otherwise agreed and stated are gross in local currency and inclusive of VAT and all applicable

- taxes and/or fees subject to any Special Terms imposed by C&T's suppliers and subcontractors.
- b. The Client is liable for and shall pay all banking fees charged in relation to payments via bank transfers.
- c. In case of credit card payments the Client is liable for and shall pay a processing fee of 3.5%. The relevant amount shall be invoiced at C&T discretion and in compliance with the Terms of Payment.
- d. Where C&T's suppliers and subcontractors require prepayments/deposits the Client will pay the prepayment/deposit in full on demand. In the exceptional circumstance that C&T agrees that the Client is not required to pay any deposit in full C&T reserve the right to invoice for a higher payment percentage than stated in the Terms of Payment. Where Client does not pay a deposit in full C&T shall not be responsible for the availability and/or pricing of such Services.
- e. The Client shall remit payments of invoices from C&T in accordance with the Terms of Payments and in the quoted currency by bank transfer to C&T's bank account. Payment in a different currency may only be made with C&T's prior agreement at an exchange rate specified by C&T. C&T does not accept cash as a form of payment.
- f. All invoices and any other amounts due under this Agreement are due and payable in cleared funds and in full without discount, deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set off or counterclaim against C&T in order to justify withholding payment of any such amount in whole or in part.
- g. Payments related to suppliers' and subcontractors' costs shall be made directly by C&T provided only that sufficient funds have been advanced by the Client in accordance with the Terms of Payment. In the event that C&T, in its sole discretion, makes payments to any suppliers and subcontractors prior to funds being advanced by Client, Client agrees to promptly reimburse C&T in full for all such payments at C&T request.
- h. Following an additional ad hoc invoice from C&T, the Client shall pay:
 - i. the costs of any necessary adjustments made pursuant to Clause 3.c of these General Terms and Conditions in accordance with the Terms of Payment; and/or
 - ii. in full within 14 days of the invoice any additional costs arising after issue of the final invoice.
- i. The cost of any changes and/or additional services requested during the Event must be guaranteed with a credit card and the monies refunded according to the Terms of Payments and/or the Special Terms.
- j. No refund will be due to the Client for unused Services.
- k. If there is any item of dispute arising out of or in connection with any invoice the Client shall inform C&T of the full details of the dispute in writing within 7 days of the date of issue of the disputed invoice(s). The Client shall take all reasonable steps and provide all necessary information and co-operation as may be requested by C&T in order to resolve the dispute in the shortest time possible.
- l. The Client agrees that any items invoiced by C&T which have not been disputed in good faith in accordance with Clause 4.k. above shall be conclusive evidence that the amounts provided in

such invoices for those items are due and payable by the Client notwithstanding that any amounts for any other items in such invoices may be disputed.

- m. If full payment is not received upon the due date in accordance with this Agreement, and no alternative arrangement has been agreed upon, C&T reserve the right at its discretion to any one or more of the following remedies:
- i. Cancel any Services (or any part thereof);
 - ii. Withhold the supply of Services;
 - iii. Terminate this Agreement with immediate effect;
 - iv. Demand and receive pre-payment of any other Agreements not being cancelled;
 - v. Charge the outstanding amount to any other Agreement in place with the Client;
 - vi. Use prepayments to settle both supplier cancellation fees or other charges as well as settle debt towards C&T or other affiliated companies within the Kuoni Group
 - vii. Enforce the warranty set forth by Clause 4.i.
- The rights and remedies set out in this clause are in addition to any rights or remedies provided by law.
- n. Any invoice outstanding for more than 14 days will bear interest at the monthly rate of 2% until paid, unless such rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Alternatively C&T may use the Client's authorized credit card to settle the invoice and reserves the right to add a 3.5% processing fee to cover the credit card commissions as well as the administration fees.

5. BOOKING CONDITIONS

- a. In the interest of transparency, on-site staff fees and Inspection Trips fees are quoted separately.
- b. The Client shall be liable for and shall pay for Inspection Trips upon completion of the Inspection Trips unless otherwise agreed between the Parties.
- c. C&T offers its additional staffs' service as described by C&T to the Client, at the prices agreed upon by the Parties.

6. FORCE MAJEURE

C&T shall not be in breach of this Agreement nor liable to the client for any loss, additional costs or expenses connected with our delay and or inability to fulfil our obligations under this Agreement by reason of any force majeure event, including but not limited to fire, earthquake, flood, bad weather, epidemic, explosion, strikes, volcanic activity, riots, act of terrorism, civil disturbance, war, government moratoriums or sanctions, acts of God, any failure or delay of any transportation, power or communications system or any similar events which are beyond our reasonable control.

7. INSURANCE

- a. C&T carries sufficient general liability insurance covering the provision of the services in connection with this the Agreement. The liability insurance amount is limited to Five Million Euros (EUR 5,000,000/-) per year in the case of any single event or series of related events and per year basis.
- b. Client agrees to carry a reasonable amount of commercial general liability insurance and workers' compensation coverage on its employees in at least the minimum amount required by the location where the Event is to take place.
- c. It is the Client's responsibility to encourage its Delegates to take out insurance coverage for their trip (travel, cancellation, medical treatment and

luggage). Travel insurance is the responsibility of the individual traveller.

8. LIABILITY

- a. C&T acts only as an intermediary in making arrangements for Services. As such C&T is not liable for personal injury, illness, property damage or other loss or expense of any nature whatsoever arising directly or indirectly out of any actions of hotels, transportation company or other suppliers providing services reserved through them.
- b. C&T shall not be liable for and shall be indemnified by the Client in respect of any loss (direct, indirect or consequential) or third Party claims (including but not limited to any cancellation fees) suffered as a result of Client's acts or omissions, or any incorrect or incomplete details supplied by Client in its booking.
- c. In no event will the liability of C&T towards the Client, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, arising under this Agreement exceed 200% of the charges due to be paid by the Client in respect of Service(s) booked under the Agreement. This limit shall not apply to C&T's liability for death or injury caused by its negligence.

9. DATA PROTECTION

- a. Each Party shall comply with all applicable laws, rules, regulations that relate to or are connected with data protection.
- b. Client agrees that it shall and where appropriate shall procure that its Clients shall obtain consent to disclose Delegates' personal data to us and our external suppliers and to transfer such data overseas for the purpose of delivering the services covered by this Agreement.
- c. We may disclose your information to companies and individuals we employ or contract with in order to perform various functions necessary for carrying out and developing our business including, but not limited to data analysis and processing, delivery and management of marketing communications, and other related customer and support services. Such companies and individuals may be located outside the European Economic Area. We may also disclose your information to any member of the Kuoni group, which means all direct or indirect subsidiaries of Kuoni Travel Holding Limited.

10. LICENSE & PERMISSIONS

- a. Client hereby grants C&T the non-exclusive, worldwide royalty free right and license to use Client's name and logo(s) in connection with producing materials for the Event, including but not limited to slides, videos, speaker support, brochures, signage, banners and other printing materials. All uses of Client's name and logo(s) shall be subject to the prior approval of Client.
- b. Client represents and warrants that any and all logos, slogans, ideas, songs, pictures, graphs, audio, recording, videos or materials of similar nature which Client, or a Party requested by Client, provides to C&T under this Agreement are owned by Client, or that Client has the right to use, and to grant C&T the rights to use such materials. Any costs associated with obtaining the rights to use such materials shall be borne by Client unless expressly agreed in writing by both Parties.
- c. The Client shall be liable for all licensing costs associated with obtaining the rights to secure third Party approval to utilize materials independently

created or invented by any entertainers or other third Parties (such as speakers, comedians, singers, dancers) to provide Services under this Agreement unless expressly agreed in writing by both Parties.

- d. All information (including but not limited to text and images) with respect to this Agreement or any material provided to the Client by C&T or by any of its affiliated companies remains its property or that of its affiliates. Client may not copy any information of any sort from any of C&T sources without its prior written permission.
- e. In no circumstances may the Client disclose prices or rates or any information relating to them or this Agreement to anyone who is not a member/or employee of its agency or company. C&T reserve the right to cancel all services and terminate with immediate effect this Agreement should Client be in breach of this condition.

11. CONFIDENTIALITY

- a. This Agreement is made between the Client and C&T and except with the prior written consent of the other Party both Parties shall keep the Agreement and its terms confidential at any time and shall not disclose them to any third Party other than as required by law.
- b. Client recognizes and acknowledges that C&T's planning and management techniques, budgeting processes, pricing policies and contract terms as they exist from time to time are valuable, special, and unique assets of C&T (herein collectively referred to as the "C&T Confidential Information"). Without prior written consent of C&T, Client shall not, during or after the term of this Agreement, disclose any of the C&T Confidential Information (unless otherwise required by law or already generally known and available for use by the public other than as a result of Client's acts or failure to act) to any third Party for any reason or purpose whatsoever, nor shall Client make use of any of the C&T Confidential Information for its own purpose or for the benefit of any third Party under any circumstances.

12. ANTI-BRIBERY AND INCENTIVE PROGRAMMES

Both Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and corruption and shall further promptly report to each other any request or demand for any undue financial or other advantage of any kind received by either Party (or any of its employees) in connection with the performance of this Agreement.

13. VISAS

- a. It is the Client's responsibility to ensure all its clients and Delegates carry a valid passport and appropriate visa(s).
- b. C&T may, upon request and capability/capacity, assist with obtaining visa or invitation letters for short stay tourism visas for a fee. The fee is payable even if the Event is later cancelled and regardless of the reason for the cancellation or if a visa has not been granted. If the Client makes any changes once the invitation letter has been issued, it will be charged for each additional letter.
- c. Visa and invitation letters are issued on the understanding that Delegates will stay in the accommodation booked and return home after their trip. C&T reserve the right to refuse to provide such letters if it suspects that they are being requested solely as a means of providing entry into a country for Delegates or any other fraudulent activity.

- d. C&T accept no liability for the processing or issuing of visas or invitation letters.

14. CANCELLATION OF SERVICES

- a. If the Client cancels any of the Services in whole or in part it agrees to immediately notify C&T in writing.
- b. In the event of cancellation of the Services, Client agrees to pay to C&T:
 - i. all costs expended or incurred by C&T and all charges paid by C&T to or irrevocably due from C&T to suppliers and subcontractors;
 - ii. the cancellation charges with any applicable value added tax added to the payable amount subject to all local applicable laws;
 - iii. the additional cancellation fee calculated depending on the expected invoice amount per specific Services;
- c. In case of cancellation not less than six (6) weeks prior to arrival C&T will charge no less than 5% of the expected invoice amount (see Annex 1)
- d. In case of cancellation within six (6) weeks of the Event First Service Start Date C&T will charge no less than 10% of the expected invoice amount (see Annex 1)
- e. Further, C&T and the Client shall abide by any cancellation charges set by suppliers and subcontractors.

15. TERMINATION

This Agreement may be terminated with immediate effect, in whole or in part, by either Party in the following events:

- i. In the event of a material breach of this Agreement by the other Party that is not capable of remedy provided the non-breaching Party has given written notice of the breach;
- ii. in the event of a material breach of this Agreement by the other Party, if the material breach is not remedied to the non-breaching Party's reasonable satisfaction within the time period specified in the non-breaching Party's written notice of such breach;
- iii. if a Party becomes insolvent or any resolution or proceedings for liquidation (voluntary or involuntary) are instituted by or against a Party or in the event of the appointment with or without consent of an administrator, assignee or agent for the benefit of a creditor or creditors or of a receiver for a Party; or
- iv. if a Party commits any repetitive breach of the same type for which notice has already been given.

16. EXCLUSIVITY

- a. C&T reserves the right to work exclusively with its suppliers and the suppliers that C&T uses to provide services to Client. Neither the Client nor any intermediary shall directly approach or commence any cooperation with any of C&T's suppliers directly and all negotiations relative to this Agreement and with the suppliers are to be conducted exclusively through C&T.
- b. In the event of it being found that Client has approached the supplier(s) of C&T, C&T reserves the rights to claim damages that may arise in connection with such use of supplier(s) by the Client.

17. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. AUTHORITY

Each of the Parties hereby represents and warrants to the other Party that it has the right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement when executed and delivered by the Parties will be a legal, valid and binding obligation enforceable against the Parties in accordance with its terms.

19. ENTIRE AGREEMENT

Client agrees that any Special Terms (including but not limited to cancellation charges) imposed by C&T suppliers and subcontractors will prevail over any terms or conditions under this Agreement and will form part of the Agreement and Client shall abide by such conditions. C&T's suppliers' and subcontractors' Special Terms are confidential to Client and the Client shall not disclose such to any other suppliers or third Parties.

20. AMENDMENT & MODIFICATION

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

21. NOTICES

All notices shall be made in writing and sent by hand or by pre-paid post or by e-mail to the address of the other Party set out on Page 1 of this Agreement. Any fax or e-mail notice shall not be effective until the sender has received confirmation of a satisfactory receipt of successful transmission.

22. WAIVER

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any

other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. ASSIGNMENT

The Client may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of C&T. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations hereunder. The Client herewith expressly acknowledges that C&T may freely assign this agreement within the Kuoni Group.

24. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by confirmed facsimile, confirmed e-mail or other confirmed means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

26. RELATIONSHIP OF THE PARTIES

Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Each Party shall be an independent contractor pursuant to this Agreement, and neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third Party.

27. SUCCESSORS & ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

28. JURISDICTION & BREACH OF AGREEMENT

In the event of breach of Agreement, C&T is entitled to recover the full amount of any losses. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland and the Parties submit to the exclusive jurisdiction of the competent courts of Zürich, Switzerland except to the extent that C&T invokes the jurisdiction of the courts of any other jurisdiction.