

**Clause 1. Definitions and Interpretation**

1.1. In these General Terms, the following terms shall have the following meaning:

<u>Account:</u>	The web based, password protected User account for the use of the Platform.
<u>Administrator:</u>	The natural person who is appointed by Customer to access and maintain Customer's Account on its behalf. The Administrator and the Super User are the sole persons with the authority to issue Accounts to Users to access the Platform.
<u>Affiliate:</u>	Any individual, company, partnership, firm, association, trust, estate, corporation or any other legal or business entity controlling, controlled by, or under common control of, either Party. "Control" and the correlative terms "controlling", "controlled by" and "under common control" for purpose of this definition mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, but only during the period of such ownership or control.
<u>Agreement:</u>	The Customer Service Agreement between C Teleport and Customer regarding the access to and use of the Platform by Customer's Users, including the General Terms.
<u>Booking:</u>	The confirmation of a Booking Request.
<u>Booking Request:</u>	An order request made by a User for purchasing Travel Products via the Platform.
<u>C Teleport:</u>	C Teleport B.V., the private company with limited liability established under Dutch law, registered and having its corporate seat at Prins Alexanderplein 13 (3067GC), Rotterdam, the Netherlands..
<u>Customer:</u>	The legal entity with whom C Teleport entered into the Agreement.
<u>Fare:</u>	A fare for a Travel Product, as communicated on the Platform, which may change from time to time, including any applicable taxes, levies, surcharges and fees of C Teleport or third parties.
<u>General Terms:</u>	these general terms and conditions that are applicable to the Agreement.
<u>Invoiced Entity:</u>	A third party designated by the Customer to whom C Teleport shall send its invoices. The Customer is and remains fully liable for any (payment) obligations to C Teleport; assigning an Invoiced Entity does not release the Customer of said obligations.
<u>IP-Rights</u>	any and all intellectual property rights, such as, but not limited to, copyrights, trademark rights, database rights, tradenames and patent rights, and similar rights such as trade secrets, rights to knowhow and domain names.
<u>Party/Parties:</u>	Where applicable, C Teleport and/or Customer.

<u>Platform:</u>	The travel planning automation platform offered by C Teleport on which Users can search, plan, select, view and compare Travel Products, make Booking Requests and change and cancel Tickets, including any additional services provided by C Teleport. The Platform can be accessed via a browser, mobile application and, if such has separately been agreed between the Parties, via Customer's own computer systems by use of an API. The definition of Platform includes all information, materials, content, data, applications, software and updates made available by C Teleport as part of the Platform. It does not include the content owned by Provider(s) which may be shown on the Platform.
<u>Provider:</u>	A third party service provider from whom C Teleport purchases Travel Products, and who provides the Travel Products to Customer.
<u>Provider Terms:</u>	Any (general) terms and conditions of the Provider(s) relating to ordering or providing Travel Products, such as cancellation rules and/or any fair use policies that may apply, whether written or unwritten.
<u>Travel Products:</u>	the travel products and services offered by C Teleport on the Platform, including transportation services such as flights and train rides, accommodation, and ancillary services such as designated seats or meals.
<u>Traveler:</u>	The natural person for whom the User makes a Booking Request.
<u>User:</u>	A natural person who has been granted access to the Platform on behalf of the Customer through the Administrator that is employed by or working for (an Affiliate of) the Customer.

## **Clause 2. Applicability and Amendment**

- 2.1. The Agreement is concluded between Customer and C Teleport. Customer warrants that all Users and Invoiced Entities will comply in full with the Agreement.
- 2.2. These General Terms apply to the Agreement. The applicability of any other general terms and conditions of Customer or any third party, such as an Invoiced Entity, is expressly excluded, regardless of any reference to those conditions in any communications from Customer. Deviations from the Agreement are only possible by means of a document signed by both Parties.
- 2.3. C Teleport is entitled to amend the General Terms at any time by communicating the amended General Terms by email or will bring the amendments to Customer's attention during its use of the Platform.

## **Clause 3. Scope of the Agreement**

- 3.1. C Teleport provides Customer with travel planning automation services and expense control via the Platform. Such services may include, but are not limited to group or individual travel planning, data integration with Customer's IT systems, benchmarking prices from different Providers, budget control and approval flows for travel expenses.
- 3.2. For any Travel Products that are purchased using an Account, Customer shall be

(deemed) the buyer of those Travel Products. C Teleport is receiving fees from Customer or Invoiced Entities for travel automation process and software development.

- 3.3. Provider Terms may apply to Travel Products provided by Providers. Customer hereby acknowledges and agrees that (it shall ensure that) it, any Users and any Invoiced Entities shall be bound by such Provider Terms as may be communicated by C Teleport and/or the Providers from time to time, and that C Teleport has no influence on the content of Provider Terms.
- 3.4. C Teleport has no control over the quality, safety, lawfulness or correctness of the Travel Products. C Teleport cannot be held liable for any inaccuracies in the provision of these products and services.

#### **Clause 4. Access to and Use of the Platform**

- 4.1. The Customer must submit certain information to C Teleport regarding the Customer's or Invoiced Entities' identity, such as name, place of business, and unique business registration number, if applicable. The Customer represents and warrants that all provided information is and will remain true, accurate, complete, and up-to-date.
- 4.2. All use of the Platform via an Account or otherwise associated with Customer is for the risk, account and responsibility of Customer.
- 4.3. The Customer must appoint an Administrator. The Administrator bears responsibility for monitoring authorization and access rights of Users.
- 4.4. Customer is responsible and liable for any all use of the Platform and Accounts by Users, whether authorized or unauthorized and regardless of whether such use was on behalf of, or for the benefit of, Customer or any third party such as an Affiliate, Invoiced Entity or Traveler.

#### **Clause 5. Restrictions on Platform Use and Account Access**

- 5.1. It is strictly forbidden to use or attempt to use the Platform for any unlawful purposes, or purposes that are against C Teleport's interests.
- 5.2. Any access to the Platform via automated means is strictly prohibited except insofar as the Platform includes features that are designed for such use.
- 5.3. C Teleport reserves the right to restrict access and use of Platform in the event of unauthorized use of the Account and/or Platform.
- 5.4. Notwithstanding any other rights and remedies of C Teleport, C Teleport may revoke or suspend Customer's (and any User's) access to the Platform:
  - 5.4.1. if C Teleport needs to protect the Platform from operations or financial risks or
  - 5.4.2. if it is obligated to do so by law or instructed by a government authority or court or
  - 5.4.3. if Customer, a User or an Invoiced Entity violates any term of the Agreement, provides inaccurate, outdated or misleading information or engages in fraudulent activity.
- 5.5. C Teleport reserves the right to cancel Bookings if these are deemed to be fraudulent or in breach of the Agreement, such to the sole discretion of C Teleport.
- 5.6. C Teleport is entitled, in addition to any other (legal) means available, to revoke, suspend or limit Customer's access to the Platform, including if the level of service is in

danger, if it is obligated by law, court order or government authority, if Customer or a User does not comply with the Agreement or otherwise acts unlawful in relation to the performance of the Agreement, in case of a (suspected or alleged) infringement of IP-Rights or in case of fraudulent behavior. C Teleport will in no way be liable towards the Customer therefore.

#### **Clause 6. Bookings with Providers**

- 6.1. Each Booking Request constitutes a request by Customer to purchase Travel Products. Any Booking Request shall be deemed accepted after confirmation of the Booking via the Platform. C Teleport nor any Provider shall be under no obligation to accept any Booking Request.
- 6.2. Parties agree that a confirmed reservation will constitute proof of delivery of C Teleport's obligations under this Agreement. The log records of C Teleport admin system will be considered compelling evidence of the existence of a confirmed reservation.
- 6.3. Customer acknowledges that the agreement for the provision of Travel Products shall be between Customer and/or the Traveler and the applicable Provider. C Teleport is not a party to such agreement. Such agreement will be subject to the applicable Provider Terms, which the Customer undertakes to comply with.
- 6.4. The Customer acknowledges and agrees to pay all costs related to the Booking Request charged by the Provider. Customer indemnifies C Teleport against any claims by Providers in that regard.

#### **Clause 7. Fees, Invoicing and Payment**

- 7.1. Customer shall pay a flat subscription fee and Minimum Fare Commitment Fee to C Teleport as stated in the Agreement for the usage and the maintenance of the Platform.
- 7.2. The final and definitive price for Travel Products to be paid is established in the invoice, which will include all fees, markups, and costs, which will be fully borne by the Customer.
- 7.3. C Teleport reserves the right to adjust any fees agreed upon in this Agreement on an annual basis to offset inflation, based on the Dutch Consumer Price Index (CPI) as published by Statistics Netherlands (CBS).
- 7.4. In the event that Customer designates an Invoiced Entity, C Teleport shall charge invoices to the Invoiced Entity. Customer will remain jointly and severally liable for payment.
- 7.5. The Customer guarantees that the Invoiced Entity will pay the invoices in a timely manner and in accordance with these General Terms.
- 7.6. In the event of a change or cancellation of a Travel Product that results in a reduction of the amount due, the originally issued invoice shall remain unchanged. C Teleport will address any adjustments either by issuing a credit note or applying a deduction to a future invoice, as appropriate. However, such adjustments shall not affect the due dates of any outstanding invoices, which must still be paid by the original due dates

specified.

- 7.7. Invoices must be paid in full without any deductions, including but not limited to taxes, banking fees, or payment processing fees.
- 7.8. In instances where the Customer opts to settle invoices using automated payment methods, including but not limited to credit cards, direct SEPA, AMEX BTA, Airplus, or similar platforms, the amounts owed will be due immediately and C Teleport shall issue invoices and automatically charge the amounts due.
- 7.9. If the Customer fails to pay by the due date stated on the invoice, or when Customer uses a chargeback option in case of automated payment methods as described in section 7.8, the Customer is considered in default and will incur a late payment charge of 0.1% (zero point one percent) of the unpaid amount per calendar day until the amount is fully paid.
- 7.10. C Teleport will make all reasonable efforts to collect payments from the Invoiced Entity. If full payment is not received within one month after the due date, C Teleport reserves the right to demand payment directly from the Customer for any outstanding amounts, including late payment charges, as per clause 7.5. In such cases, the Customer must settle the invoice within fourteen calendar days from the date of the demand. Late payment charges will continue to accrue until full payment of the invoice is received.
- 7.11. In circumstances where there are outstanding balances on invoices that remain unpaid, C Teleport reserves the right to engage a collection agency to recover the full unpaid amount when accounts have repeatedly failed to settle invoices in full, despite previous notifications and communications urging resolution of the underpayment. The collection agency will undertake all necessary legal steps to recover the debts. All fees and charges incurred during the collection process, including but not limited to administrative fees, legal fees, and any other related costs, shall be borne by the Customer.

## **Clause 8. Payment disputes**

- 8.1. Customer shall notify C Teleport within ten working days of receipt if Customer disputes the amount of any invoice or payment request, after which period Customer shall have forfeited any right it may have to dispute or reclaim the invoice. Customer shall only raise bona fide disputes concerning invoices and payment requests acting in good faith at all times. If Customer disputes any invoice or amounts charged, such does not relieve Customer of the obligation to pay amounts related to other non-disputed Fares and/or fees.
- 8.2. In case of a bona fide payment dispute between C Teleport and the Customer, Customer may contact C Teleport at [finance@cteleport.com](mailto:finance@cteleport.com). C Teleport and the Customer will discuss the payment dispute and its resolution in good faith.
- 8.3. The existence of a payment dispute does not relieve Customer of (part of) its payment obligations, unless and to the extent C Teleport and the Customer agree to such.
- 8.4. Chargebacks do irreversible damage to C Teleport and its (contractual) relationship with its payment service providers, since payment service providers base their fees and even the possibility for C Teleport to use such payment service provider on the (absence of) chargebacks, whether those are warranted or not. In case of chargebacks

the Customer will be liable for the damages incurred by C Teleport as a result of the loss of rating of C Teleport with the relevant payment provider. In such cases Customer will owe C Teleport an immediate penalty of 10% of the charged back amount with a minimum of 100 EUR per each chargeback to cover administrative costs, notwithstanding C Teleport's right to claim actual damages.

- 8.5. Customer has no right, under the Agreement or otherwise, to suspend payments to C Teleport or to offset any outstanding payments with amounts due by C Teleport to Customer or an Invoiced Entity.

#### **Clause 9. IP-Rights**

- 9.1. C Teleport and/or its licensors own all right, title and interest in and to the Platform and all of its parts, including any software, API's, databases, designs, texts and images, and all IP-Rights therein. Subject to the limited rights expressly granted hereunder, C Teleport reserves all rights, title and interest in and to the Platform including all related IP-Rights. No IP-Rights are granted to Customer hereunder other than as expressly set forth herein.
- 9.2. C Teleport hereby grants Customer a non-exclusive and non-transferrable right to use the Platform, including any API's, solely during the term, and subject to the terms and conditions of the Agreement. Customer shall not (i) modify or copy the Platform or create any derivative works based on the Platform; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise make the Platform available to any third party, other than as permitted herein; (iii) reverse engineer or decompile any portion of the Platform, including but not limited to, any software utilized by C Teleport in the provision of the Platform, except to the extent permitted by law; (iv) access the Platform in order to build a commercial product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Platform.
- 9.3. C Teleport shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Users relating to the operation or functionality of the Platform, but shall have no obligation to do so.
- 9.4. C Teleport owns all right, title and interest in and to the aggregated and statistical data derived from the operation of the Platform, including any IP-Rights. Nothing herein shall be construed as prohibiting C Teleport from utilizing such statistical information for any purposes, provided that C Teleport's use of information cannot, directly or indirectly, reveal any Confidential Information.

#### **Clause 10. Privacy and data protection**

- 10.1. Each Party ensures that it shall comply with all applicable laws and regulations relating to the processing of personal data, including but not limited to the General Data Protection Regulation. When the Customer provides personal data to C Teleport, it shall ensure that it has a legal ground to do so. In the event that Customer does not have a legal ground for its activities and/or has violated other privacy laws or regulations, it shall indemnify against any third-party claims arising from said

violations/or processing activities.

### **Clause 11. Confidentiality**

- 11.1. For the purposes of the Agreement, Confidential Information shall mean any information, technical data, or know-how reasonably to be considered proprietary or confidential.
- 11.2. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third Party without breach of any obligation owed to the other Party.
- 11.3. A Party shall not disclose any Confidential Information of the other Party to any third party except to those of its Affiliates, officers, directors, agents, employees, contractors, consultants, Invoiced Entities and financial and legal advisors, solely to the extent necessary and on the basis of a need to know such Confidential Information as reasonably necessary to perform its obligations or exercise its rights pursuant to the Agreement or with the other Party's prior written permission. More specifically, Customer shall not disclose any information regarding booking classes, Fares and other prices to any third party reasonably to be considered a competitor of C Teleport.
- 11.4. Each Party agrees to protect the Confidential Information of the other Party in the at least the same manner that it protects its own Confidential Information, but in no event using less than a reasonable standard of care.
- 11.5. A disclosure by one Party of Confidential Information of the other Party to the extent required by law shall not be considered a breach of the Agreement, provided that the Party so compelled promptly provides the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

### **Clause 12. Term and Termination**

- 12.1. The Agreement is entered into as of the Effective Date stated on the signature page and will remain in full force and effect for the agreed term. Only during the first month of the Agreement the Customer may terminate the Agreement with immediate effect for any reason.
- 12.2. Customer may terminate the Agreement by giving written notice to the other Party during the Termination Window. The Termination Window opens four months before the end of the then current term and closes three months before the end of that term. The written termination notice must be received by C Teleport during the Termination Window. If no Party terminates the Agreement during the Termination Window, the Agreement (and any Minimum Fare Commitment) will automatically renew for a period shown on the Customer Service Agreement. C Teleport may terminate the Agreement in writing, taking into account a notice period of at least three months.
- 12.3. Either Party may terminate the Agreement by rescission ("*ontbinding*") immediately, without any written notice of default or judicial intervention being required, and



without the rescinding Party being liable to the other Party for any damages or compensation, if the other Party applies for a suspension of payments or is declared bankrupt, or a request for bankruptcy has been made, if the licenses to the other Party that are necessary for the performance of the Agreement are terminated or revoked or if a significant part of the capital or the business assets of the other Party are seized or attached. All outstanding amounts shall then become immediately due.

- 12.4. Customer warrants that he is not aware of any coming insolvency or bankruptcy. Customer is required to inform C Teleport as soon as it has become aware or foresees any circumstance that might lead to the insolvency of Customer, including the application for a suspension of payments and/or filing for bankruptcy.
- 12.5. Sections of the Agreement that, by their terms and nature, require performance or establish rights after termination or expiration of the Agreement, will survive such termination or expiration.

### **Clause 13. Warranties, indemnifications and penalties.**

- 13.1. Customer warrants to be authorized to use any payment method it selects on the Platform and authorizes C Teleport to charge it for the Fares. Additional terms may apply to the use of certain payment methods and C Teleport may charge additional payment processing fees depending on the selected payment method.
- 13.2. Each Party warrants that it shall comply with all applicable laws and regulations and the exercise of rights granted under the Agreement to the other Party will not obligate the other Party to pay any third party any amounts.
- 13.3. Customer warrants that it or any Users shall not abuse the Platform or interfere with any third party's use of the Platform and shall not circumvent or manipulate the (working of the) Platform or C Teleport's business model or invoicing process, which also includes knowingly entering incorrect payment details and/or providing false bank statements. The Customer warrants that it has taken reasonable technical and organizational measures to detect and prevent fraud (by its Users) and shall indemnify C Teleport for any damages suffered due to fraudulent activities.
- 13.4. In the event that the Customer breaches the warranty mentioned in clause 13.3, then the Customer shall forfeit to C Teleport an immediately due and payable penalty of 5000 EUR per breach, as well as a penalty of 1000EUR for each day that the breach continues, with a maximum amount of 10000EUR,
- 13.5. Customer is responsible for the actions of its Users and acknowledges that said Users are authorized to make Bookings via the Platform that can impose (additional) financial obligations on the Customer.
- 13.6. Customer accepts and agrees that the Platform is rendered on an "as is" and "as available" basis. C Teleport expressly excludes any explicit and tacit guarantees, undertakings and warranties of any nature whatsoever including, but not limited to, guarantees, undertakings and warranties with regard to the quality, safety, lawfulness, integrity and accuracy of the Platform, warranties of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.
- 13.7. C Teleport reserves the right to modify or discontinue, temporarily or permanently, the Platform at any time, with a notice, and without having to pay Customer any form of compensation other than payment of amounts still owed to Customer if any. C



Teleport cannot be obligated by Customer to maintain any specific functionality of the Platform.

- 13.8. Any information C Teleport provides with regard to requirements is subject to change. C Teleport expressly excludes any explicit and tacit guarantees, undertakings and warranties of any nature whatsoever regarding this information.
- 13.9. If and insofar as, despite what is stipulated in clause 3.2, any third party, such as an Invoiced Entity, an Affiliate, a Traveler or any (other) third party, should be considered the buyer and/or contractual counterparty of C Teleport, Customer hereby represents, warrants and guarantees that (i) such third party is bound by the Agreement and by any applicable Provider Terms and (ii) if such third party fails to comply with any obligation it might have under the Agreement, the Agreement or the Provider Terms, Customer shall do all such things that are necessary to bring C Teleport in the same legal and financial position it would have been in if such third party would have complied with its obligations. Notwithstanding the foregoing, Customer shall fully indemnify, defend and hold harmless C Teleport for any third party claims, charges or penalties including by paying any and all associated costs, losses, damages, expenses and attorneys' fees, associated with such third party non-compliance.
- 13.10. Each Party agrees to defend, indemnify and hold the other Party and its Affiliates, its management, directors, employees, representatives and legal successors, harmless with respect to any third party claims alleging a breach of the representations and warranties made by the indemnifying Party in the Agreement, including with regard to non-infringement of IP-Rights.
- 13.11. Customer agrees to defend, indemnify and hold C Teleport and its Affiliates, its management, directors, employees, representatives and legal successors, harmless with respect to any third party claims, charges or penalties including by paying any associated costs, losses, damages, expenses and attorneys' fees, by Providers, based on a(n) (alleged) breach by Customer of any written or unwritten terms, fare rules and/or policies of Providers.
- 13.12. C Teleport shall promptly upon receiving a third party claim notify Customer in writing of the claim, provide all information reasonably requested by Customer and allow Customer to control the defense and settlement, such at Customer's expense. C Teleport may however participate in litigation at its discretion and at its own expense.

#### **Clause 14. Limitation of Liability**

- 14.1. To the extent permitted by law, C Teleport's aggregate liability arising out of or related to the Agreement, whether in contract, tort or otherwise, shall be limited to the amount that is paid out by C Teleports' insurance. If the damages are not covered or the insurer does not compensate the damages under the insurance policy, then the maximum amount of damages for which C Teleport can be held liable is limited to € 50 per Booking in the three months prior to the event giving rise to C Teleport's liability.
- 14.2. C Teleport can only be held liable for direct damages, which do exclusively encompass the costs incurred by the Customer with regard to determining the cause and extent of the damages, the reasonable costs incurred to make the service and/or Platform comply with the obligations laid down in the Agreement and any additional costs incurred by the Customer in order to prevent or limit the direct damages that it might

have suffered.

- 14.3. C Teleport cannot be held liable for any indirect damages, such as loss of profit, business opportunities, good-will, (anticipated) savings, turnover and/or other consequential damages that do not qualify as direct damages.
- 14.4. Customer can be held liable for both direct and indirect damages incurred by C Teleport when those have arisen due to intent, gross negligence or an attributable failure of the Customer in the performance of its obligations under the Agreement or these General Terms.
- 14.5. The limitations of liability in this Clause apply collectively to C Teleports' Affiliates, their management, directors, employees, representatives and legal successors, who may at all times rely upon the provisions of this clause for their own benefit.
- 14.6. The limitations of liability in this Clause do not apply when the damage is caused by intent and/or gross negligence.

#### **Clause 15. Applicable Law and Competent Court**

- 15.1. The Agreement is construed in accordance with and shall be governed by and interpreted in accordance with the laws of The Netherlands.
- 15.2. Parties agree that all actions and/or proceedings arising under or in connection to the Agreement or the General Terms shall exclusively be brought before the competent court in the district of Amsterdam, The Netherlands.

#### **Clause 16. Miscellaneous**

- 16.1. In the Agreement and the General Terms, unless otherwise specified:
  - 16.1.1. reference to a statutory provision includes reference to (i) any law, order, regulation, statutory instrument or other subsidiary legislation at any time made under said statutory provision to the extent still in force (whenever made) and (ii) any modification, amendment, consolidation, re-enactment or replacement of it.
  - 16.1.2. references to Dutch legal concepts, articles or provisions shall be deemed to include the same or similar concepts, articles or provisions in other jurisdictions;
  - 16.1.3. references to the Parties includes their respective successors, permitted assigns and personal representatives;
  - 16.1.4. the singular includes the plural and vice versa;
  - 16.1.5. reference to any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;
  - 16.1.6. the headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement;
  - 16.1.7. references to a person shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not being a separate legal entity);
  - 16.1.8. any attachments to the Agreement form an integral part of the Agreement and shall have the same force and effect as if expressly set out in the body of the Agreement and any reference to the Agreement shall include the attachments;
  - 16.1.9. a reference to "includes", "including" "inclusive", "such as", "among others", "for

- instance” or similar terms means "including but not limited to"; and
- 16.1.10. English language words used intend to describe Dutch legal concepts only so that the consequences attaching to the use of such words under any other set of rules than Dutch law will be disregarded.
  - 16.2. Any notices to be made by C Teleport to Customer under the Agreement may be made solely through the Platform, without any separate email or other communication.
  - 16.3. Neither the Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.
  - 16.4. C Teleport may contract third parties to assist in performing its obligations or exercising its rights under the Agreement.
  - 16.5. If any court of competent jurisdiction determines that any provision of the Agreement or the Terms is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the Parties shall negotiate in good faith a provision to replace the illegal, invalid or unenforceable provision.
  - 16.6. The Customer may not assign the Agreement (or any rights or duties under it) without CC Teleports’ prior written consent.
  - 16.7. Either Party’s delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
  - 16.8. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications or Usage Agreements signed by parties before.

## Annex A - Bank transfer payments

### Clause 1. Security deposit

- 1.1. In order to use bank transfer payments Customer shall pay to C Teleport a security deposit as agreed between the Parties. This deposit is intended as a risk mitigation measure to offset potential defaults or poor payment discipline, such as late payments or other indicators of financial instability. The security deposit will be held by C Teleport solely as a security measure, separate from other funds, and is not to be used as a prepayment for services.
- 1.2. During the term of the Agreement, C Teleport reserves the right to demand an additional security deposit at its sole discretion if deemed necessary to further safeguard against risks mentioned in 1.1 of this Annex. C Teleport will not process any Booking Requests until the Customer has paid the agreed (additional) security deposit.
- 1.3. In the event of a breach or default of any payment obligation by the Customer under the Agreement, C Teleport may, at its sole discretion, apply the deposit to settle any outstanding amounts owed by the Customer.
- 1.4. In case the situation described in 1.3 of this Annex arises, the amount of the deposit held for the account of Customer shall be deducted with the amount offset by C Teleport and Customer shall be obligated to replete the security deposits to the full amount.
- 1.5. In case of termination of the Agreement and Customer having paid any and all outstanding amounts or any other amounts it owes C Teleport, C Teleport shall transfer (any remaining amount of) the security deposit to Customer within two weeks after such termination of the Agreement. No interest shall be applicable regarding such refund or any deposit.

### Clause 2. Payment terms

- 2.1. Customer shall pay all invoices in full within the payment term and in the currency as stated on the invoice, and with proper reference to the invoice paid with that payment.
- 2.2. C Teleport may in its sole discretion choose to set off an invoice against any advance payment made by Customer.
- 2.3. Payments must be made in the currency specified in the Agreement. If the payment is made in a currency different from that agreed upon, C Teleport will accept the payment but will apply its own exchange rates. Additionally, C Teleport may charge currency conversion fees and administrative fees to cover the costs associated with manual processing. All these additional charges are the responsibility of the Customer.
- 2.4. Customer is required to pay the full amount specified by the due date on the invoice, regardless of any subsequent cancellations or changes to the products listed. Adjustments resulting from such cancellations or changes, including credit notes, discounts, or deductions, will be processed separately and will not alter or postpone the original payment obligations.
- 2.5. The Customer acknowledges that late payments or other instances of poor payment behavior increase costs for C Teleport. In such cases, C Teleport, at its discretion, may

demand an increased security deposit, impose higher service fees, additional markups, or financing fees on future transactions. Furthermore, to mitigate potential financial risks (as detailed in Article 1.1 of this Annex), C Teleport may require the Customer to increase their security deposit to continue utilizing the services.

- 2.6. The Customer must clearly and precisely indicate the invoice number(s) in the payment comments when making bank payments. Failure to include these details may require manual processing by C Teleport, potentially delaying the payment processing. Such delays and any associated administrative burdens and costs are solely the Customer's responsibility.

## Annex B For Commitment Payments

### Clause 1. Minimum Fare Commitment

- 1.1. This Addendum for Commitment Payments will apply when C Teleport and Customer have agreed on a Minimum Fare Commitment (Clause 2 hereof) or a Fixed Fee (Clause 3 hereof) in the Agreement. C Teleport waives the Minimum Fare Commitment during the first month of the Agreement.
- 1.2. The term “Fee” is understood to mean the fee invoiced by C Teleport for a Booking.
- 1.3. The term “Minimum Fee Commitment” is understood to mean the monthly, quarterly or yearly (as determined in in the Agreement) minimum of invoiced Fees that Customer commits to spend on the Platform on Travel Products.

### Clause 2. Minimum booking commitment

- 2.1. Customer guarantees that it shall abide by the Minimum Fee Commitment as laid down in the Agreement. When Customer does not meet the Minimum Fee Commitment, C Teleport will invoice Customer at the end of the applicable period for the difference between the invoiced Fees and the Minimum Fee Commitment. Such difference shall be charged in the invoice that will be issued in the month following the period in which the deficit occurred.
- 2.2. To assess whether the minimum booking commitment has been met, all invoiced Fees will be taken into consideration.

### Clause 3. Fixed Fee

- 3.1. C Teleport will send Customer a monthly invoice for the Fixed Fee as agreed in the Agreement. Customer will pay the Fixed Fee, regardless of the number of Bookings made by Customer in that month.