

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS SHALL BE DEEMED TO BE INCORPORATED AS TERMS AND CONDITIONS FORMING PART OF THE TRAVEL SERVICES AGREEMENT SIGNED BETWEEN THE CUSTOMER, ("THE COMPANY") AND CORPORATE TRAVEL MANAGEMENT (S) PTE. LTD. ("CTMS") AND CUSTOMERS WHO USE THE SERVICES OF CTMS SHALL BE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THE SAID GENERAL TERMS AND CONDITIONS. CTMS RESERVES THE RIGHT TO AMEND, VARY OR DELETE ANY OF THE GENERAL TERMS AND CONDITIONS FROM TIME TO TIME WHICH SHALL BE DEEMED TO BE IN FULL FORCE AND EFFECT AT ALL TIMES.

1. TERMS & CONDITIONS

1.1 These General Terms and Conditions govern the obligations and liabilities in respect of the Company using the Services (defined below) and where the Company has signed an agreement with CTMS, the same shall be read together with all other terms and conditions and Schedules annexed to such agreement (hereinafter referred to as the "Travel Services Agreement").

1.2 By using CTMS's Services, the Company is deemed to have understood and agreed to the latest General Terms and Conditions, which may be accessed and reviewed at <http://sg.travelctm.com/what-we-do/corporate-travel/> which may be updated from time to time and shall at all times, be in compliance with applicable local, national and international laws and regulations. The term "Agreement" shall refer to the Company's agreement by virtue of its use of CTMS's Services or such Travel Services Agreement signed by the Company, as the context requires.

1.3 These General Terms and Conditions shall be binding upon the Company.

2. SERVICES

2.1 CTMS's services shall be as set out in Schedule 2 in the Travel Services Agreement and/or such services provided by CTMS and duly used by the Company regardless of whether the Company has an existing Travel Services Agreement or otherwise (hereinafter collectively referred to as "Services"). Any variation of or addition to the scope of the Services shall be made by written agreement signed by the parties and the use of such Services shall be subject to the latest General Terms and Conditions, which may be accessed and reviewed at <http://sg.travelctm.com/what-we-do/corporate-travel/>.

2.2 CTMS accepts no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of matters which are outside the scope of the Services, regardless of any act/inaction/representations on the part of CTMS.

2.3 CTMS will perform the Services in accordance with the applicable laws in force in Singapore.

3. RESPONSIBILITIES

3.1 Generally - the Company agrees to give CTMS:

- oral or written orders for required Services detailing all relevant requirements (subject to either party's request that all/certain orders be made by way of written orders);
- all relevant information reasonably required by CTMS to fulfill its obligations under this Agreement;
- reasonable access to those Company personnel responsible for procurement of the Services.

3.2 The Company represents and confirms that the Authorized Person(s) prescribed in Schedule 1 in the Travel Services Agreement (if applicable) shall have the full authority to act on its behalf to place orders, provide information to CTMS or otherwise handle the matters in respect of the services provided under this Agreement. All orders placed by the Authorized Person(s) to CTMS shall be deemed to be orders placed by the Company itself to CTMS. The Company shall be liable for and bound by the acts (including the orders placed and information given) of the Authorized Person(s). For the avoidance of doubt, in no event shall CTMS be required to inquire about the actual user, beneficiary or nature in respect of the orders placed by the Authorized Person(s), nor shall CTMS be required to look into the arrangement between the Company, the Authorized Person(s) and such users or beneficiary.

3.3 Without prejudice to other provisions in this Agreement, CTMS may at its sole discretion not to accept orders, information or otherwise handle the matters in respect of the services provided under this Agreement unless the same is placed, provided or otherwise conducted by the Authorized Person(s), but in the event that CTMS does accept such orders, information or otherwise handle the matters in respect of the services provided under this Agreement which has been placed, provided or conducted by third parties other than the Authorized Person(s), the Company shall be equally liable for and bound by the acts (including the orders placed and information given) of such third parties if the Company or the Authorized Person(s) has knowledge of the same and raises no objection thereto by way of written notice to CTMS.

3.4 Information - The Company agrees to :

- ensure that information provided to CTMS is accurate, complete, updated and not misleading (CTMS will rely on this information to perform the services and will not verify it in any way);
- alert CTMS the changes of information provided to CTMS;
- inform CTMS if the Company expects CTMS to use information from other engagements in connection with this agreement (otherwise, CTMS is not required to use that information and will not be deemed to know it for the purposes of this Agreement).

3.5 The Company will check all documentation received from CTMS (including but not limited to the dates, times, names, flight schedules, accommodation and any other booking requirements or conditions in the documentation) and advise CTMS within a reasonable period of time of any matter that is not in accordance with the Company's requirements.

3.6 The Company agrees to ensure CTMS is permitted to use any third party information or that the Company requires CTMS to use to perform the Services and that CTMS is not liable for any default that arises because the Company does not fulfill its obligations.

4. CONFIDENTIALITY

Confidential information - Both parties agree to use the other's confidential information only in relation to the services, and not to disclose it, except on the demands of law, court order, government or relevant executive authorities or where requested by a professional body of which CTMS is a member. Notwithstanding the above, CTMS may give confidential information to other Westminster Travel Limited ("WTL") companies (as defined in clause 8 below) or relevant subcontractors as long as they are bound by confidentiality obligations and to the extent it is not prohibited by the applicable law.

5. DATA PROTECTION

5.1 Responsibilities acknowledgement - In connection with this Agreement, each party may provide personal data to the other in accordance with the Personal Data Protection Act 2012 ("PDPA").

5.2 The Company shall at all times, be treated as the organization responsible for the collection, storage, control, use and disclosure of the personal travel data of Company's travellers (the "Data") within the meaning of the Personal Data Protection Act 2012 in relation to the Data.

5.3 By using the services of CTMS, the Company consents to providing (or have its travellers provide) such Data to CTMS in order for CTMS, to act as a data intermediary on behalf of the Company (within the meaning of the PDPA), to process the Data in connection with the provision of the Services in accordance with the Personal Data Collection Policy of CTMS, which is available on the website of CTMS (www.westminstertravel.com.sg).

5.4 CTMS shall post any changes as to its Personal Data Collection Policy and procedures on its website (www.westminstertravel.com.sg) to keep the Company and the person from whom personal data is or will be collected ("Data Subject"), aware of what information CTMS will collect, how CTMS will use it and under what circumstances CTMS may disclose it.

5.5 The information or data of the Data Subject provided by the Company will be used only for the need of CTMS's business operation and the provision of service under this Agreement.

5.6 Subject to the full force and effect of the other provisions in this Agreement, the Company agrees that CTMS may use the personal data collected from the Company for one or more of the following purposes:

- when communicating with the Company in response to its enquiries, comments and suggestions;
- when answering the Company's request for information or services, whether submitted by phone, email or otherwise;
- when either developing or improving CTMS's relations with CTMS's supporters, prospective present and past donors, by enabling CTMS to contact appropriate individuals with relevant information such as newsletters, research and invitations to join our activities or events;
- when managing the Company's enquiries;
- when issuing receipt to the Company;
- when confirming any donation arrangement, mailing or online correspondence, or event participation with the Company;
- when processing and managing the Company's application to join CTMS's membership, event participation or sponsorship, newsletter subscription, public tours, or product purchase;
- when signing-up or joining one of CTMS's travel talks;
- when communicating with the Company about content-related announcements;
- when improving the content and related services of CTMS, and for statistical and other analysis, to help CTMS improve its services;
- when providing to CTMS's service providers, who perform services solely for the use of CTMS in accordance with its Personal Data Collection policy;
- when fulfilling the above purposes, the Company and the Data Subject may be contacted via email, direct mailing, telephone, SMS or other means.

5.7 CTMS shall make reasonable security arrangements to protect the Data that CTMS possesses or controls to prevent unauthorised access, collection, use disclosure or similar risks. At all times, CTMS shall only transfer Data to such travel supplier or subcontractor as may be necessary to fulfill its obligations under this agreement, in accordance with the requirements prescribed under the regulations, to ensure that the standard of protection provided to the data so transferred will be comparable to the protection under the PDPA, unless exempted by the Personal Protection Data Commission. CTMS shall not be liable for any purported violation, breach or non-compliance with any precepts of privacy or the protection of Data where (a) an act of nature or event outside the control of CTMS results in the damage or malfunction or destruction in any equipment or machinery used to secure, store or process Data; (b) where Data is readily available or able to be found in the public domain; or (c) despite CTMS's best efforts, there is unauthorised access, modification, alteration, misuse, tampering or abuse of Data caused by the malicious or fraudulent or criminal acts or conduct of a third party, including but not limited to neglect, or default, or any other act or inaction of any travel supplier or subcontractor, as well as the supplier of any self-booking tools, where such acts or persons are not under the control or direction of CTMS, thereby resulting in loss, damage or any consequences flowing from such breaches.

5.8 CTMS may disclose the personal data collected from the Company to a third party under the following circumstances:

- In the event that the Company chooses to book or purchase a travel product through the website, CTMS will disclose relevant personal data to an airliner, hotel, travel agency, CTMS's branch, or other relative third party for tour arrangement or transaction settlement;
- With exceptional emergency case, personal data may be disclosed on demands of law, court order, government or executive authorities.
- Otherwise than the said circumstances will the Company disclose personal data to a third party or utilize for else purpose without consent.

5.9 CTMS employs strict safeguard measures keeping personal data from unauthorized access by anybody else including the Company's own staff. Except personal data, any enquires, comments, suggestions or information sent to CTMS are regarded as non-confidential or non-proprietary data provided to CTMS out of the Company's own willing and CTMS reserves the right to use, copy, transmit or post the data of these categories.

6. FEES AND PAYMENTS

6.1 The Company agrees to pay CTMS in accordance with this Agreement for all services which are performed by CTMS and this clause shall survive after any termination or suspension of this Agreement.

6.2 Basis of fees - Fees for the services will be charged on the basis as set out in Schedule 3 in the Travel Services Agreement (if applicable). Save as where otherwise indicated in Specific Terms and Conditions and elsewhere in this Agreement, all fees quoted in Schedule 3 in the Travel Services Agreement (if applicable) can be withdrawn or varied without notice. Service fees quoted are subject to change at any time until full payment is received and tickets issued and CTMS reserves the right to correct any pricing errors or omissions or amend pricing structure at any time in the event of a change in total transaction levels or total air spend, or such other factors or circumstances as CTMS may deem fit.

6.3 Taxes - Unless otherwise stated in this Agreement, fees for the services are net of any taxes, including turnover taxes that are due.

6.4 Invoices and payment - All invoices will be due for payment upon delivery by CTMS. Unless otherwise agreed in writing, the amount billed will be payable regardless of whether or not the travel is completed.

6.5 The Company consents to CTMS collecting, using and/or disclosing personal data including credit card details for the processing of payment of Services as the Company has engaged CTMS and such other purposes ancillary or related to the administering of the Services and/or managing the Company's relationship with CTMS.

6.6 Payment Terms - Where the Company has signed a Travel Services Agreement with CTMS, payment terms shall be as set out in Schedule 1 - Specific Terms and Conditions annexed to the Travel Services Agreement (if applicable).

6.7 Credit Card Payment - In respect of agreed mode of payment by credit card, the Company agrees not to charge back payment to CTMS. Credit card surcharges in respect of the relevant credit card payment systems such as Visa, MasterCard and American Express shall be paid by the Company. The Company hereby authorises CTMS to charge all fees incurred by the Company in relation to the Services provided to the credit card designated by the Company. If payment is not received from the card issuer or its agents for whatever reason, the Company shall pay CTMS all amounts due immediately on demand.

6.8 Liability For All Card Transactions- CTMS shall not be responsible for any unauthorised card transactions effected following any loss, theft, fraud or disclosure, whether they are effected as a result of the unauthorised use of the card, the PIN and/or security access code(s) if applicable or otherwise but provided that such loss, theft or disclosure is not due to negligence or default by CTMS. At all times, the Company shall be liable for all unauthorised card transactions made regardless of whether credit card information given in writing, email or otherwise by Authorized Person(s) to CTMS, for the purposes of making payment for Services rendered to the Company, regardless of whether the Company has signed any credit card application form with CTMS or entered into any travel services agreement with CTMS. At all times, it shall be the duty of the Company to notify CTMS of changes to the names and contact particulars, including email addresses of Authorized Person(s).

6.9 Credit Terms - The Company shall make payment for Services rendered by CTMS regardless of whether bookings are cancelled by the Company. Any credit in the Company's account with CTMS shall be applied to satisfy any liability due and owing

by the Company to CTMS, including any liability in respect of cancellation fees, before refunding any balance to the Company. CTMS reserves the right not to issue travel documents until full payment of the outstanding amounts due and owing to CTMS.

- 6.10 Without prejudice to other provisions in this Agreement, CTMS may at its sole discretion
- issue invoice in respect of Services provided under this Agreement to any party (including but not limited to the passengers who use the air-tickets and lodgers who lodged in hotels pursuant to bookings under this Agreement);
 - request for relevant information from any party (including but not limited to credit card information or bank account information);
 - request for payment (partial or full), deposits, security payment, etc. from any party;

but such issuance of invoice or request shall not in any event absolve the Company from liability under this Agreement, prejudice CTMS's rights and remedies against the Company and/or affect the legal relationship between the Company and CTMS under this Agreement.

- 6.11 Without prejudice to other rights and remedies of CTMS, in the event of default of any payment which the Company shall pay CTMS under this Agreement, the Company shall further pay to CTMS interests on the overdue accounts at 2% per month (whether CTMS has demanded for payment or not) calculated from the date on which such payment become due for payment until the date of payment as liquidated damages. All costs and expenses incurred by CTMS in demanding for payment and/or any other legal proceedings taken by CTMS against the Company or for the purpose of collection of outstanding payment shall be borne and paid by or be recoverable from the Company on a full indemnity basis.

7. SERVICES PROVIDED BY THIRD PARTIES

- 7.1 CTMS acts only at capacity of an agent for airlines, hotels, land operators, carriers and/or other service providers (collectively "Third Party Services Providers") who provides air seats, accommodation, transportation and/or other travel related services (collectively "Third Party Services") and does not provide such services by itself, whether or not said Third Party Services Providers are disclosed or known to the Company.

- 7.2 The Third Party Services are subject to the terms and conditions of the Third Party Services Providers (if any) which binds the Company and/or the passenger, lodger or participant who uses such services ("Third Party Services Users"). Such terms and conditions may concern with important matters including but not limited to charges, surcharges, fees, taxes, no-show circumstances, overbooking by the Third Party Services Providers, check-in time, baggage allowance, scope of services, limitation of liability, etc.

- 7.3 Before placing the order, the Company (but not CTMS) shall be responsible to check all relevant information and details of the Third Party Services, the Third Party Services Providers and their terms and conditions and satisfy itself thereof. The Company and the Third Party Services Users shall be deemed to have full knowledge and consent to such terms and conditions upon placing the order to CTMS.

- 7.4 The Company may request for the information and details of the Third Party Services, the Third Party Services Providers and also their terms and conditions before choosing their services. CTMS will use its best endeavour to deliver the Company's request to such Third Party Services Providers. Any information provided to the Company is in turn provided by the Third Party Services Providers. In these circumstances CTMS does not guarantee that all information is accurate, complete, correct or up to date, nor can CTMS be held responsible for any errors, inaccurate, misleading or untrue information or non-delivery of information. The Company may choose not to engage the Third Party Services of the Third Party Services Provider in case of doubt or in case the terms and conditions of the Third Party Services Providers are not acceptable to the Company or the Third Party Services Users.

- 7.5 Any information or representation (whether from CTMS or not) does not constitute and should not be regarded as CTMS's warranty, guarantee, recommendation or endorsement of any Third Party Services or Third Party Services Provider nor shall CTMS be held liable thereof. The Company shall be responsible to verify such information or representation and make its independent decision before placing any orders. The Company may choose not to engage the Third Party Services of the Third Party Services Provider in case of doubt.

- 7.6 CTMS shall not be liable for any claims, losses, damage, cost or expense of whatsoever nature to the Company, the Third Party Services Users or any third party in circumstances including but not limited to unavailability, non-performance, overbooking, delay, cancellation or changes in air schedules or other services, bankruptcy or winding-up of Third Party Services Providers, disease, terrorism, war, quarantine, injury, irregularities, natural calamities, weather or environmental conditions, labor strikes, or any circumstances which may be directly or indirectly caused by or resulted from or in connection with the default, willful or negligent acts or omission on the part of any Third Party Services Providers and/or any circumstances which are beyond CTMS's control.

- 7.7 Without prejudice to the provisions above, CTMS does not warrant or ensure the performance of the Third Party Services. If the Third Party Services Providers default prior to providing any service for which payment has been made, the Company's sole recourse for refund shall be with the defaulting Third Services Provider.

8. NO CLAIMS AGAINST EMPLOYEES

The Company agrees to waive their rights to bring any claim arising out of or in connection with the Services (including negligence but excluding fraud and dishonesty), against any person in his or her personal capacity under the employ of CTMS or any other entity or partnership within the worldwide network of Westminster Travel Ltd and Corporate Travel Management.

9. LIMITATION OF LIABILITY

- 9.1 **Liability cap** – Subject to the provisions in this Agreement regarding Third Party Services, CTMS's liability for all any claims, losses, damage, cost or expense arising in relation to this Agreement, as a result of breach of contract, tort (including negligence) or otherwise, is limited to an amount equal to the fees payable by the Company for the portion of CTMS's services or work giving rise to the liability.

- 9.2 In no event shall CTMS be liable for any indirect, incidental, consequential or special damages, including but not limited to loss of revenue, loss of business chance, loss of profit, economic loss, indirect and/or consequential loss or otherwise, injuries, deaths, property damage, or any indirect or consequential damages for any reason whatsoever resulting from or arising from this Agreement, howsoever caused and irrespective of any negligence or fault or breach of warranty, breach of condition, breach of contract, tort, civil liability or otherwise.

- 9.3 Regardless of the scope of Services of CTMS under this Agreement, any information (including but not limited to information as to market, quotation, price, availability, quality and scope of any services or products, tax, fees, surcharges, visa, immigration or customs requirements, vaccination requirements, travel routes, weather, traffic, health, environmental, social, political or economic conditions of any location and/or any information about law, regulations, rules or orders, etc.) provided by CTMS to the Company is in turn published, disclosed, provided or otherwise made available by the Third Party Services Providers or other relevant third parties. As such, CTMS does not guarantee that such information is comprehensive, adequate, complete, correct, accurate, and up to date or fit for any use or purpose. CTMS shall not be held responsible for any inaccurate, misleading or untrue information or non-delivery of information. The Company shall be responsible to verify such information or and make its independent decision before placing any orders.

- 9.4 **Force Majeure** - Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, an act of God, or the public enemy, governmental acts or other causes which would not with reasonable diligence be controlled or prevented by the non-performing Party. In the event that CTMS fails to provide the Services, whether in whole or in part, as a result of force majeure cause and such failure continues for a

period of ten (10) days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party. The provisions of this Force Majeure clause shall not operate to excuse any Party from the payment of any fee or other payment when due.

- 9.5 CTMS, in providing travel consultation services, making reservations and issuing airline tickets and other documents to the Company, acts solely in that capacity as the agent for the supplier of the travel services, CTMS does not guarantee or insure the services to be provided by any supplier.

10. TERM AND TERMINATION

- 10.1 The term of this Agreement is stipulated in Section 2 of Schedule 1 ("Term") of the Travel Services Agreement (if applicable). If there is no Travel Services Agreement signed by the Company, the commencement date shall be on the day the Company uses the services of CTMS.

- 10.2 At the end of the Term, this Agreement will be automatically renewed unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.

- 10.3 Either party by giving not less than 3 months written notice to the other may terminate this Agreement at any time.

- 10.4 **Fees payable on termination** - The Company agrees to pay CTMS in accordance with this Agreement for all services which are performed by CTMS and this clause shall survive after any termination or suspension of this Agreement.

11. NOTICES

- 11.1 Any notice to be given under this Agreement shall be in writing and may be given to the relevant Party at its address or facsimile number set out in Schedule 1 in the Travel Services Agreement (if applicable) or as provided to CTMS by the Company.

- 11.2 Any such notice or communication shall be deemed to have been served on the other party:-

- if delivered by hand, at the time of delivery; or
- if posted by prepaid ordinary mail, at the expiration of three (3) days after the envelope containing the same shall have been put into the post; or
- if sent by facsimile, upon the receipt by the sender of the confirmation note indicating that the notice or communication has been sent in full to the recipient's facsimile machine, or such other similar medium of receipt; or
- if sent by courier, at the expiration of two (2) days after the package containing the same shall have been received by the relevant courier company; or
- if sent by email, upon the receipt by the sender of the confirmation note indicating that the notice or communication has been sent in full to the recipient's email address, or such other similar medium of confirmation.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter or that the facsimile confirmation note indicates the transmission was successful, or the package as the case may be containing such notice or document was properly addressed and sent to the relevant courier company.

12. ELECTRONIC COMMUNICATION

In connection with the services the parties to this Agreement may from time to time communicate with each other electronically. However, the electronic transmission of information cannot be guaranteed to be secured or error free and such information could arrive late or incomplete, be intercepted, corrupted, lost destroyed or otherwise be adversely affected or unsafe to use. Accordingly each party accepts the limitations of electronic communication, and will use reasonable procedures to check for the most commonly known viruses before sending information electronically.

13. GENERAL

- 13.1 **Performing services for others** - Provided CTMS does not disclose the Company's confidential information and CTMS complies with its ethical obligations, the Company agrees that CTMS may perform services for the other parties whose interests may conflict or compete with the Company's.

- 13.2 **Entire agreement** - This Agreement forms the entire agreement relating to the services. It replaces and supersedes any previous proposals, correspondence, understanding, agreements or other communications whether written or oral. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

- 13.3 **Severability** - If any clause of this Agreement, or part of any clause, is found by court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then the clause or part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

- 13.4 **Non-waiver** - The Company agrees that the failure of CTMS to take an action under this Agreement or the waiver of a breach of this Agreement shall not affect CTMS's rights to require performance hereunder or constitute a waiver of any subsequent breach.

- 13.5 **Conflicting terms** - If anything in these terms of business between the Company and CTMS is inconsistent with the Specific Terms and Conditions of the Travel Services Agreement and General Terms of Conditions, then the Specific Terms and Conditions will prevail and apply and the latter will be deemed to be modified so far as it is necessary to give effect to the provisions of this agreement. Unless otherwise provided by this agreement, nothing in this agreement will affect the validity and enforceability of CTMS's rights or remedies under the General Terms and Conditions which will continue to apply.

- 13.6 **Assignment** - No party may assign or deal with its rights under this agreement without the other's prior written consent.

- 13.7 **Matters beyond reasonable control** - No party will be liable to another if it fails to meet its obligations due to matters beyond their reasonable control.

- 13.8 **Communication** - Each and every communication under this Agreement shall be in writing in the English language and delivered either by hand, facsimile, post or electronic mail to the contact persons of each party as set out in Schedule 1 in the Travel Services Agreement (if applicable) or as provided to CTMS by the Company. Each communication or document to be delivered to a party shall be sent to that party at the facsimile number or physical or electronic mailing address (as the case may be) and marked for the attention of the person (if any), from time to time designated by that party for the purpose of this Agreement.

- 13.9 **Third Party Rights** - A person or entity who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person (including, without limitation, employees), other than the parties hereto and their respective successors and assigns, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

14. LAW AND JURISDICTION

Singapore law will govern this Agreement. The Company and CTMS shall submit irrevocably to the exclusive jurisdiction of the Singapore courts over any dispute, whether contractual or non-contractual.