

# SUPPLIER AGREEMENT

## Terms and conditions

### Background

- (A) TAND is a travel company creating tailor-made tours and arrangements for its customers through a network of travel agents (“Agents”). TAND also acts as agent, selling third party travel arrangements and tours on behalf of other operators.
- (B) The Supplier is a provider of travel Arrangements either providing such Arrangements directly or facilitating the provision of such Arrangements from third party providers.
- (C) This Agreement governs the provision and supply of all Arrangements as agreed between the Parties from time to time.

### 1. Term

This Agreement shall come into force on the date of signature of the Contract Details (“Commencement Date”) and shall remain in force for an indefinite period of time until terminated by either party on not less than 30 days’ notice in writing or as otherwise terminated in accordance with clause 10.

### 2. Appointment

- 2.1 The Supplier agrees to supply the Arrangements to TAND who may market, promote and onward sell the Arrangements to Customers.
- 2.2 The Supplier shall provide the Arrangements in accordance with this Agreement for the benefit of those Customers purchasing the Arrangements from TAND.
- 2.3 The Supplier confirms that the Arrangements shall be provided directly by the Supplier and/or a Supplier Party. The Supplier’s use or appointment of a Supplier Party shall not relieve the Supplier from any of the Supplier’s obligations and/or liabilities under this Agreement and the Supplier shall be responsible for the acts and omissions of any Supplier Party howsoever arising.
- 2.4 The Supplier acknowledges and agrees that TAND may combine the Arrangements with other travel services to create packaged or dynamically combined travel products. In these circumstances, the Supplier shall retain sole responsibility for the provision of the Arrangements.

### 3. Descriptions

- 3.1 The Supplier shall:
  - (a) provide TAND with complete, accurate and up to date descriptions of the Arrangements, and when requested to do so, promptly approve any description(s) and/or other wording prepared by or on behalf of TAND;
  - (b) indicate whether the Arrangements are suitable for disabled persons or persons with reduced mobility and, upon request by TAND or an Agent, provide precise accessibility information and advise on the suitability of the Arrangements taking into account the relevant Customer’s needs; and
  - (c) ensure that all descriptions provided pursuant to clause 3.1(a) and all other information provided to TAND regarding the Arrangements, whether provided in a brochure, on a booking platform, orally or in any form whatsoever, and whether relating to pricing, imagery or available facilities, are accurate and comply with Applicable Laws. The Supplier will promptly notify TAND if this is no longer the case. For greater certainty, the Supplier shall be responsible for the accuracy and non-misleading nature of all images, descriptions and other content supplied directly or indirectly by or on behalf of the Supplier, including content originating from third parties engaged by the Supplier.

### 4. Rates & payments

- 4.1 The Supplier will provide TAND with pricing information for Arrangements in the frequency and via the method/system detailed in the Contract Details or as otherwise agreed by the parties in writing. Unless otherwise agreed in writing, the Rates are inclusive of all local or other taxes, duties, fees and all other sums of whatever nature relating to the Arrangements. Notwithstanding the foregoing, where any taxable supply for GST/HST purposes is made under the Agreement by the Supplier to TAND, TAND shall, on receipt of a valid GST/HST invoice from the Supplier, pay to the Supplier such additional amounts in respect of GST/HST as are chargeable on the supply of the Arrangements.
- 4.2 TAND shall pay the Rates in accordance with terms detailed in the Contract Details or as otherwise agreed by the parties in writing.
- 4.3 The Supplier shall not be able to increase the Rates agreed at the time of booking without TAND’s prior written consent.
- 4.4 Invoices raised by the Supplier shall include such supporting information as required by TAND to verify the accuracy of the invoice.
- 4.5 TAND shall be entitled to deduct from the payment, any sums claimed by TAND from the Supplier under the terms of this Agreement or any other agreement between the parties or on any other basis whatsoever.
- 4.6 In the event of any dispute in respect of any payment, TAND shall be entitled to withhold the sum in question until the dispute is settled.
- 4.7 The Supplier shall solely be responsible for any and all payments to third parties (including any Supplier Parties) used by the Supplier in the performance of the Arrangements.
- 4.8 The Supplier acknowledges that TAND is registered as a travel agent in one or more Canadian jurisdictions, including Ontario, and is subject to applicable federal, provincial, and regulatory requirements governing the handling of customer funds, including trust accounting and similar obligations.
- 4.9 To the extent that Customer payments received by TAND must be held in trust pursuant to applicable laws or regulatory requirements, TAND shall not be required to release payment to the Supplier until such time as TAND is permitted to do so under those requirements or until the Arrangements have been provided to the Customer, unless otherwise agreed in writing between the parties.
- 4.10 The Supplier agrees to cooperate with TAND in structuring payment arrangements that allow TAND to comply with its regulatory obligations.
- 4.11 The Supplier shall promptly notify TAND in writing of any event that may materially affect its ability to provide the Arrangements, including but not limited to financial difficulties, insolvency, bankruptcy, winding-up, appointment of a receiver, labour stoppages or disruptions or suspension/revocation of any license or permit necessary to perform the Arrangements.

### 5. The Supplier’s obligations

- 5.1 The Supplier shall (and shall ensure that the Supplier Parties shall):
  - (a) provide the Arrangements in compliance with the descriptions referred to in clause 3.1;
  - (b) ensure performance of the Arrangements with a high level of due skill, care and diligence;
  - (c) ensure all personnel provided by the Supplier (whether or not employed by the Supplier) in connection with the provision of the Arrangements are appropriately qualified, experienced and have undergone necessary background checks;
  - (d) ensure that the Arrangements are provided and

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maintained at the agreed standard, in full working order and safe for use by Customers, employees, agents and representatives and all other third parties;

- (e) inform TAND in writing immediately of any overbooking, alteration, suspension, deficiency, failure, lack of conformity or other change to the Arrangements that may adversely affect the quality, access, enjoyment or safety of the Arrangements in question, whether temporary or otherwise including any matter that affects, or could reasonably be expected to affect, the accuracy of any representation, warranty or obligation of the Supplier under this Agreement (a “**Deficiency**”);
- (f) use all reasonable endeavours to remedy any Deficiency. If the Supplier is unable to remedy the Deficiency within the time reasonably required by TAND or the Customer, the Supplier shall, at its cost, procure, in the same or nearby location, comparable alternative arrangements of at least equal standard and with similar facilities and services and which comply with the terms of this Agreement (in this respect, the Supplier shall be deemed to have subcontracted the obligations under this Agreement but shall remain liable under the Agreement as if no subcontracting had occurred). If the Supplier fails to comply with this clause, TAND or the affected Customer may at its option, take all reasonable steps to remedy the Deficiency or secure alternative arrangements to the Arrangements;
- (g) where any Deficiency or failure of the Arrangements results in TAND being required to refund, compensate, relocate or otherwise assist the Customer, the Supplier shall promptly reimburse TAND for **any** amounts paid and reasonable administrative costs directly incurred by TAND in mitigating the effects of the Deficiency;
- (h) follow recognised industry best practices in respect of health and safety and keep the Arrangements free of hazards that cause or are likely to cause harm;
- (i) ensure that the Arrangements are provided in compliance with clause 14;
- (j) ensure that when arranging or selling any additional arrangements for Customers, where such additional arrangements do not form part of the Customer’s booking with TAND, to inform the Customer that they are contracting directly with the operator of any such arrangements, on the operator’s terms and conditions and that any such additional arrangements shall not form part of the Customer’s contract of booking with TAND;
- (k) not act nor make any omission or otherwise do anything which in TAND’s opinion causes (or is likely to cause) damage to and/or prejudice TAND’s good name and/or reputation;
- (l) not ask a Customer to sign any form of waiver for any part of the Arrangements or otherwise seek to exclude liability for anything which the Supplier may otherwise be liable for pursuant to this Agreement or under Applicable Law;
- (m) protect all digital assets, including software and databases that may be used in connection with this Agreement, by implementing robust security measures such as encryption, firewalls and other multi-factor authentication to prevent unauthorised access and Security Breach; and
- (n) acknowledges that a failure to materially comply with the above may result in the suspension or revocation of all payments under this Agreement and/or the termination of this Agreement without any liability to TAND and without prejudice to any other agreement or contract between the parties.

5.2 The Supplier shall cooperate with TAND in connection with

any inquiry, audit, or request from a regulatory authority relating to the Arrangements, including by providing such information or documentation as may be reasonably required to enable TAND to comply with applicable regulatory obligations

5.3 Without prejudice to any other rights of TAND, where the Supplier becomes aware of, or is notified of, any Deficiency, breach, regulatory non-compliance or failure relating to the Arrangements, the Supplier shall immediately take all necessary corrective and remedial action at its own cost, including re-performance, replacement, refunds, customer communications and cooperation with regulators, and shall reimburse TAND for all costs and expenses reasonably incurred by TAND in connection with such remediation.

## 6. Complaints, chargebacks and refunds

- 6.1 The Supplier shall deal sympathetically, efficiently and politely with all requests and complaints made by Customers and the Supplier shall use its best endeavours to remedy promptly any dissatisfaction expressed by any Customer, without cost to TAND. TAND must be notified immediately of any such complaints and where requested to do so, the Supplier shall provide all assistance that TAND may require to enable it to deal with complaints or other problems encountered by any of its Customers. For avoidance of doubt this clause applies (without limitation) to all requests, complaints and problems relating to the Arrangements whether raised before, during or after use of the Arrangements.
- 6.2 In the event TAND receives any complaint from a Customer concerning the Arrangements and particularly in the event of a personal injury sustained, the Supplier will, at the request of TAND and promptly, at the Supplier’s cost, give all assistance requested by TAND, including but not limited to, providing documents, providing detailed written statements from relevant employees, sub-contractors or agents and holding any employee, sub-contractor or agent available to give evidence.
- 6.3 The Supplier shall have no authority to bind TAND and shall not do or say anything to prejudice TAND’s position in any respect, nor shall it acknowledge nor admit any liability on behalf of TAND or without TAND’s prior written agreement.
- 6.4 Where a Customer disputes a payment made to TAND in respect of the Arrangements and a chargeback, retrieval request or similar reversal is initiated by a card issuer, payment processor or financial institution, the Supplier shall promptly provide all information reasonably requested by TAND to contest the chargeback.
- 6.5 To the extent that the chargeback arises from the Supplier’s failure to provide the Arrangements in accordance with this Agreement, including any Deficiency, misrepresentation, overbooking, service failure or other act or omission of the Supplier or any Supplier Party, the Supplier shall reimburse TAND for the full amount of the chargeback together with any associated fees, penalties or administrative costs incurred by TAND.
- 6.6 TAND may, acting reasonably and in accordance with applicable consumer protection laws or regulatory requirements, provide refunds, compensation or alternative arrangements to Customers in relation to the Arrangements without prejudice to the Supplier’s obligations or responsibility for the performance of the Arrangements.
- 6.7 Where such refund, compensation or alternative arrangement arises from the Supplier’s failure to provide the Arrangements in accordance with this Agreement or from any Deficiency attributable to the Supplier or a Supplier Party, as determined by TAND by written notice in its sole discretion, the Supplier

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shall reimburse TAND for the amount of such refund, compensation or reasonable costs incurred by TAND.

- 6.8 The Supplier acknowledges that TAND may be required to issue refunds to Customers within timeframes prescribed by applicable consumer protection laws or regulatory authorities and agrees that reimbursement obligations under this clause shall not be conditional upon the resolution of any dispute between the parties.

## 7. Cancellations

- 7.1 TAND shall be entitled to release the Arrangements or any part of them by notice, in writing to the Supplier without incurring any penalty, charge or liability whatsoever, provided TAND does so on or before any release date(s) applicable to the Arrangements.
- 7.2 After the applicable release date(s), TAND shall be entitled to cancel the Arrangements or any part of them by giving the Supplier notice in writing and subject to payment of the cancellation charges specified in the Contract Details or as otherwise agreed between the parties.

## 8. Indemnity

- 8.1 Without prejudice to any other provisions in this Agreement, the Supplier hereby agrees to indemnify TAND for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, penalties, claims, fines, costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, TAND incurs or pays to any Customers, employees, agents and/or representatives and/or any third party (including any regulator, governmental authority or consumer protection authority) (including own legal costs) or authority (whether pursuant to any court order or by way of any settlement which TAND, acting reasonably in all the circumstances including the costs, risks and time involved in disputing any claim, agrees to pay or otherwise), as a result, directly or indirectly, in whole or in part of:
- (a) any breach of any nature whatsoever by the Supplier and/or any Supplier Party of its obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of the Supplier and/or a Supplier Party and/or any person(s) provided or used (directly or indirectly) by a Supplier Party;
  - (b) any injury, death or illness suffered by any Customer or any other person or third party whilst using the Arrangements; and
  - (c) any claim received by TAND which relates to the Arrangements or other arrangements delivered or procured by the Supplier and/or a Supplier Party or otherwise relates to the acts or omissions of the Supplier and/or a Supplier Party;
  - (d) any claim received by TAND which alleges that Supplier's supply or TAND's provision of an Arrangement, including as packaged or combined with other travel products, Supplier's description of an Arrangement, or TAND's use of any Supplier Materials results in an infringement, misappropriation or other violation of the intellectual property or other proprietary rights of a third party; and/or
  - (e) the enforcement of this indemnity, provided that the Supplier shall not be liable in respect of anything arising directly as a result of the gross negligence or willful misconduct of TAND or any Agent.
- 8.2 Any amounts payable by the Supplier pursuant to this indemnity shall be paid on demand, shall not be conditional upon the final determination of liability, and shall be without prejudice to any other rights or remedies available to TAND under this Agreement or at law.
- 8.3 This indemnity shall survive and remain in full force and effect

after the termination (for whatever reason) of this Agreement and shall not be subject to any limitation or exclusion of liability.

## 9. Insurance

- 9.1 The Supplier shall maintain throughout the term of this Agreement and for 6 years thereafter, comprehensive insurance cover in an appropriate sum to cover all risks relating to or arising out of the performance of this Agreement and the Arrangements, normally covered by insurance, including by way of example and not by way of limitation:
- (a) Destruction, loss or damage to third party property;
  - (b) Any vehicles used in the provisions of the Arrangements;
  - (c) All third party risks including cover for death, personal injury and illness (including legal costs) of Customers and employees, agents and representatives,
- In each case arising directly or indirectly from any act(s) and/or default(s) of the Supplier and/or any Supplier Party and/or any use of the Arrangements, in a sum which would be appropriate if any and all proceedings in relation to any third party claim were brought within Canada.
- 9.2 The Supplier shall, on demand, provide a copy of all insurance policies and schedules to the same, to TAND together with a copy of the receipt for the payment of the current premium. TAND will not check the policy documentation for suitability and it remains the responsibility of the Supplier to ensure that they are adequately insured at all times.

## 10. Termination

- 10.1 Either party may, without limiting or affecting any other right or remedy available to it, terminate this Agreement immediately on written notice, if the other is in material breach of its obligations under this Agreement or if the other party becomes insolvent or goes into liquidation/insolvency. TAND may also terminate this Agreement immediately on written notice if there is a change of the ownership of the Supplier.
- 10.2 Any termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.
- 10.3 Termination of this Agreement shall not, unless determined otherwise by TAND, affect any bookings that were made under this Agreement, prior to the date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.
- 10.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## 11. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. Where a booking for Arrangements is affected by a Force Majeure Event, including where a Customer's journey to the destination/property that forms part of the Arrangements is affected by a Force Majeure Event, such booking may be amended or cancelled by either party without penalty or charge and Supplier will either refund any monies received or waive the payment requirements that relate to any part of the booking that could not be fulfilled or used. This clause takes precedence over the cancellation policy set out in the Contract Details (or such other cancellation policy agreed by the parties, including pre-agreed non-refundable bookings). Both parties will in any event use reasonable endeavours to avoid or mitigate the effect of any Force Majeure Event.

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## 12. Confidentiality

- 12.1 Each party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not, without the prior written consent of the other party, disclose to any third party (except to its affiliates legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.
- 12.2 The obligations of confidentiality in this clause 12 shall not extend to any information or matter which either party can show:
- is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
  - was available to it on a non-confidential basis before it was disclosed by the disclosing party;
  - was independently disclosed to it by a third party entitled to disclose the same; or
  - is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.
- 12.3 Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.
- ## 13. Data protection
- 13.1 Both parties agree to comply with the all Applicable Privacy Laws, in the collection, use, disclosure, storage, and processing of Personal Information provided or accessed in connection with this Agreement.
- 13.2 The Supplier shall process Personal Information only: (a) for the purpose of providing or facilitating a travel Arrangement made available to a Customer pursuant to this Agreement and only as necessary to perform its obligations under this Agreement; and (b) in accordance with TAND's written instructions. The Supplier shall not use Personal Information for any other purpose, including marketing, without TAND's prior written consent.
- 13.3 The Supplier shall ensure that all personnel authorized to process Personal Information are bound by confidentiality obligations and have received training on privacy and data protection principles consistent with Applicable Privacy Laws.
- 13.4 The Supplier shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Personal Information against unauthorized access, use, disclosure, alteration, loss, or destruction, taking into account the sensitivity of the information.
- 13.5 The Supplier shall promptly notify TAND of any actual or suspected breach of security safeguards affecting Personal Information. Notification shall be made without undue delay and shall include sufficient details to allow TAND to fulfill any legal notification obligations under Applicable Privacy Laws. The Supplier shall cooperate fully in investigating and mitigating any such breach.
- 13.6 The Supplier shall not engage any subcontractor to process Personal Information without TAND's prior written consent. Any authorized subcontractor shall be bound by privacy, security, and compliance obligations that are no less stringent than the obligations set out under this Agreement.

- 13.7 The Supplier will not transfer Personal Information outside Canada or, if such Personal Information pertains to individuals residing in Quebec or Alberta, transferred outside of the province without TAND's prior written consent, and any such transfer shall comply with all Applicable Privacy Laws.
- 13.8 Upon expiration or termination of this Agreement, or upon TAND's request, the Supplier shall promptly return or securely destroy all Personal Information in its possession or control, except to the extent retention is required by law, and certify in writing that such return or destruction has been completed.
- 13.9 TAND may, upon reasonable notice, audit or inspect the Supplier's practices relating to Personal Information to verify compliance with this clause 13.

## 14. Compliance

- 14.1 The Supplier warrants, represents and undertakes that:
- it holds all licences, registrations and approvals required to provide the Arrangements in the jurisdiction which they are delivered; and
  - the provision and operation of the Arrangements shall comply with all Applicable Laws.
- 14.2 The Supplier shall:
- comply with all Applicable Laws, rules, regulations and codes of practice relating to: (i) anti-bribery, anti-corruption including, where applicable, the Corruption of Foreign Public Officials Act, the Criminal Code (Canada), the US Foreign Corrupt Practices Act (United States) and the Bribery Act (United Kingdom) ("**Anti-Corruption Laws**"); (ii) anti-slavery and human trafficking laws, including, where applicable, the Fighting Against Forced Labour and Child Labour in Supply Chains Act, the Criminal Code (Canada), and applicable employment and human rights legislation ("**Anti-Slavery Laws**"); and (iii) economic, trade and financial restrictions and sanctions and anti-terrorism measures, including the United Nations Act (Canada), the Special Economic Measures Act (Canada), the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada) and Part II.1 of the Criminal Code (Canada) ("**Sanctions Laws**");
  - not engage in any activity, practice or conduct which would constitute an offence under any such legislation if such activity, practice or conduct has been carried out in Canada; and
  - have and maintain in place throughout the term of this Agreement, policies and procedures designed to ensure compliance with Anti-Corruption, Anti-Slavery and Sanctions Laws;
- 14.3 The Supplier shall ensure that all Supplier Parties comply with the provisions of this clause 14.
- 14.4 The Supplier warrants and represents that neither it, nor any person acting on its behalf, nor any person or entity that owns or controls, or is deemed or considered under Sanctions Law to control, the Supplier (together the "**Supplier Group**"): (i) has been or is designated or listed under any Sanctions Laws, including those of the United Nations and the governments of Canada, the United Kingdom, the European Union (including each of its member states), the United States or any other governmental authority with jurisdiction over TAND or the Supplier Group (each a "**Sanctions Authority**"); and (ii) is not located or organised in any country or territory subject to country or territory-wide sanctions by a Sanctions Authority. The Supplier will notify TAND in writing as soon as it becomes aware of: (i) any actual or potential breach of, or investigation relating to compliance with, Sanctions Laws, Anti-Corruption Laws, Anti-Slavery Laws or this clause 14 by any Supplier Group

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party; and (ii) if any Supplier Group party is subsequently designated or listed under Sanctions Law or becomes subject to country or territory wide sanctions, in each case by a Sanctions Authority.

- 14.5 The Supplier shall use reasonable endeavours to obtain, or to work towards obtaining a suitable sustainability certification recognised by the Global Sustainable Tourism Council.
- 14.6 The Supplier shall comply with TAND's Code of Conduct and shall promptly notify TAND where it fails or expects to fail to comply with such code.
- 14.7 The Supplier shall promptly notify TAND in the event that the Supplier ceases to hold any necessary licenses, certificates, consents or permissions that are required in order for the Supplier to legally provide the Arrangements.
- 14.8 The Supplier shall promptly provide TAND with such access, information and documentation as TAND may reasonably request to enable TAND to verify and audit compliance with this clause 14 and the Supplier will comply with any request from TAND as to any health and safety audits that may be required. The Supplier shall permit TAND to inspect the Arrangements at any time on reasonable request.
- 14.9 The Supplier shall inform TAND as soon as possible of any suspected or actual Security Breach. In each case, providing the details, the type and nature of the breach/incident and the steps being taken to address the breach. At its own cost, the Supplier shall promptly investigate and seek to identify the cause of the Security Breach and use reasonable endeavours to mitigate the effects of any such Security Breach and keep TAND fully informed of the process at all times. The Supplier shall reimburse TAND for any direct losses incurred as a result of a Security Breach

## 15. Intellectual property rights

- 15.1 The Supplier represents and warrants that it owns all rights, title, and interests, including all intellectual property rights in, or otherwise has the legal right for the Supplier or TAND, as the case may be, to use all information and materials it supplies to TAND for the Supplier's performance of its obligations under, TAND's exercise of its rights under, and any other purpose of this Agreement (including for the avoidance of doubt and without limitation, all names, logos, text, photographs, video and images of any nature, and any descriptions provided pursuant to clause 3) ("**Supplier Materials**").
- 15.2 The Supplier hereby grants to TAND a non-exclusive, royalty-free, sublicensable (through multiple tiers of distribution) licence to use the Supplier Materials including, without limitation the Supplier's logos, trademarks and descriptions of the Arrangements in connection with the Arrangements, including on or through TAND's respective reservation systems, and for the duration of this Agreement.
- 15.3 In any event of any claim being made, objection being raised or issue of any nature whatsoever arising in respect of any Supplier Materials or any other information and/or material supplied to TAND by or on behalf of the Supplier (and irrespective of the merits of any such claim, objection or issue or whether or not the Supplier is at fault in any respect), the Supplier agrees to indemnify and keep TAND indemnified for and in respect of all liabilities, claims, expenses, costs (including TAND's legal costs on a full indemnity basis), damages, losses and all other sums of whatever nature which TAND incurs or suffers as a result.
- 15.4 The Supplier shall not be entitled to use TAND's logos, trademarks, brand name or any other intellectual property belonging to TAND, without the prior written consent of TAND.

## 16. General

- 16.1 **No Limitation:** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall operate to limit or

exclude the Supplier's liability arising out of or in connection with: (a) death or personal injury; (b) fraud, fraudulent misrepresentation or wilful misconduct; (c) breach of data protection, privacy or confidentiality obligations; (d) infringement or alleged infringement of intellectual property or proprietary rights; or (e) fines, penalties or enforcement action imposed by any regulatory or governmental authority, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

- 16.2 **Assignment:** Neither party may assign any of its rights or obligations in relation to this Agreement without the prior written consent of the other, save that TAND may, at any time, assign its rights and obligations hereunder to any Agent.
- 16.3 **No partnership/joint venture:** This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Neither party shall have any authority to make commitments on the other party's behalf.
- 16.4 **Entire agreement:** This Agreement shall constitute the entire agreement between TAND and the Supplier and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Notwithstanding the foregoing, where the parties have signed each other's contracts in relation to the same Arrangements, in the event of any conflict or ambiguity, the terms of this Agreement shall always take precedence. Furthermore, this Agreement shall always supersede and take precedence over any other agreement, terms and conditions or other such document provided by the Supplier and/or a Supplier Party to TAND and relating to the same Arrangements/subject matter. Nothing in this clause shall operate to limit or exclude the application of the commercial terms referred in the Contract Details, which shall apply in accordance with their terms.
- 16.5 **Reliance:** Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other party except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 16.6 **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties save that any amendment to the Contract Details may be agreed by the parties in writing (email permitted) and any such variation shall not affect the status or validity of these terms and conditions. This clause shall not apply to any terms of the Supplier Code of Conduct (as referred to in clause 14.6), which shall be updated by TAND from time to time.
- 16.7 **Interpretation:** References to statutes or other statutory provision is a reference to it as amended, re-enacted or modified from time to time.
- 16.8 **Rights and remedies:** Save as expressly provided herein, the rights and remedies provided by these terms are cumulative and (subject as otherwise provided in these terms) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.
- 16.9 **Waiver:** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further

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exercise of that or any other right or remedy.

## 17. Jurisdiction

- 17.1 This Agreement shall be construed and any dispute between the parties determined, under the laws of the Province of Ontario and the laws of Canada. Disputes shall be subject to the exclusive jurisdiction of the Courts of courts of the City of Toronto, in the Province of Ontario.
- 17.2 If any provision in this Agreement should be held illegal or unenforceable by a Court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible and other provisions of this Agreement shall remain in full force and effect.

## 18. Definitions

**“Agreement”** means these terms and conditions (including all schedules and documents referred to herein) together with the Contract Details. To the extent of any conflict or ambiguity, unless expressly agreed otherwise in writing, these terms and conditions shall prevail;

**“Applicable Laws”** means all applicable federal, provincial, municipal, local trade and other laws, statutes, regulations, codes of practice, and, to the extent they have the force of law, policies, bulletins, guidance and guidelines, from time to time in force in any jurisdiction that apply to a party and/or in the country which the Arrangements are provided and/or sold, including (without limitation) those relating to misleading or deceptive representations, unfair practices, accessibility disclosures, planning, licensing, hygiene, food and water safety, general health and safety, fire and security, employee welfare and labour laws.

**“Applicable Privacy Laws”** means any Applicable Laws regarding the collection, disclosure, use, storage, retention, destruction and other processing of Personal Information, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada), an *Act respecting the protection of personal information in the private sector* (Quebec), the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection Act* (Alberta), and any other applicable data protection or privacy laws.

**“Arrangements”** means those travel arrangements, services and products to be provided or procured by the Supplier pursuant to this Agreement, together with the facilities associated with such arrangements, services and/or products.

**“Code of Conduct”** means TAND’s code of conduct as provided to the Supplier from time to time;

**“Commencement Date”** means the date as detailed in clause 1;

**“Confidential Information”** means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;

**“Contract Details”** means the contract details setting out the party details and certain commercial and other terms relating to the Arrangements.

**“Customer”** means any customer(s) (and their travelling party) who have the benefit or are intended to have the benefit of the Arrangements;

**“Force Majeure Event”** means any circumstance not within a party's reasonable control including acts of God; war, armed conflict or other action of military forces, terrorism, riot, civil commotion; pandemic, epidemic or other outbreak of illness; collapse of buildings, explosion, accident or fire; flood, drought, earthquake; natural, chemical, biological or nuclear disasters and/or contamination; imposition of sanctions, any law, action or advice taken and/or provided by a government or public authority, including Canadian government advice advising against Customer travel, flight disruption (including where take-off is ruled out due to operational difficulties); airspace closures; strikes or work stoppages that impact flights.

**“Personal Information”** means any information about an identifiable individual, any information which relates to a natural person and directly or indirectly allows that person to be identified, and any other information governed by Applicable Privacy Laws.

**“Rates”** means the charges payable to the Supplier for the Arrangements as out in the Contract Details or as otherwise agreed by the parties in writing.

**“Security Breach”** means any incident where unauthorized individuals or entities gain access to a system, network, or data that is intended to be protected. This can occur through various means like hacking, malware, phishing, or insider threats, ultimately compromising the confidentiality, integrity, and availability of the protected information or resources.

**“Supplier:** has the meaning given to it in the Contract Details and will include any branch, franchise, subsidiary or similar that falls within the concern of the Supplier and Supplier confirms that it has the express authority to enter into this Agreement on behalf of such parties.

**“Supplier Party”** means any agent, sub-contractor, employees, staff, guides, contractors (and their employees and subcontractors) or any other third parties involved with the delivery of the Arrangements.

**“TAND”** has the meaning given to it in the Contract Details.