

PERK | SERVICE TERMS

This **Agreement** shall govern your use of our Services and it consists of the following documents:

- (1) The **Order Form** – which contains the details of your subscription and our fees.
- (2) Our [Service Terms](#) – which set out the core legal and commercial terms that apply to your use of any of our products or services.
- (3) Our [Product Specific Terms](#) – which set out any additional legal and commercial terms that apply to your use of a particular product or service.
- (4) Our [Data Processing Addendum](#) – which governs how we process your Users' personal data.

When we refer to **Services** we mean all of the products and services, including our Platform, our web-based applications and tools that you have subscribed to under an Order Form or that we otherwise make available to you.

References to **you** or **your** shall infer a reference to Customer, and **we** or **our** shall be taken to mean Perk.

This Agreement takes effect when you click to accept these Service Terms or when you execute an Order Form that references these Service Terms. By clicking to accept these Service Terms or by signing the Order Form, you represent and warrant that your signatory is authorised to bind your entity (our Customer). To the extent of any conflict between the provisions of the Service Terms and the Order Form, the provisions of the Order Form shall prevail.

Throughout the Agreement capitalised terms shall have the meanings given to them in the [Appendix](#), or where expressly defined elsewhere, in the relevant section of this Agreement.

These Terms were last updated on 28 August 2026.

SERVICE TERMS

1 SERVICES DESCRIPTION

- 1.1 During the Term, we will provide you with access to use the Services as described in the applicable Order Form or as selected by you through the Platform. This Agreement shall broadly govern the provision by Perk of:
 - a) a **Travel Module** – which aggregates and displays a variety of business travel services offered by Travel Suppliers and provides the opportunity to book and administer those services through the Platform, and which further grants access to the Events Module specifically designed to support group bookings and corporate events;
 - b) a **Events Module** – that enables customers to request Perk's assistance to source, compare and book venue hire, accommodation, catering, transport and related services for a group booking or corporate event.
 - c) a **Spend Module** – that enables customers to control, optimise, and streamline their finance operations (through the consolidation of their invoices, expenses and payments); or
 - d) any **Implementation Services** – provided to support your configuration and/or integration set up of the Spend Module.
- 1.2 Any terms and conditions set forth in this Agreement regarding each Service shall only be applicable to Customer to the extent that Customer uses that specific Service. The issuance of

cards shall be subject to additional general terms and conditions between the Customer and the relevant Perk Affiliate(s).

- 1.3 A current description of the Services is set out in Perk's [Product Service Catalogue](#). The Product Service Catalogue is incorporated by reference into this Agreement.
- 1.4 Perk will provide its Services:
 - a) with reasonable skill and care;
 - b) in accordance with all applicable laws and regulations.
- 1.5 Perk will maintain all licences and permissions necessary for it to perform its obligations under this Agreement.
- 1.6 Save as otherwise set out in this Agreement, you acknowledge that your use of the Services is not contingent on Perk's delivery of any future functionality or feature, or dependent on any comments made by Perk regarding the same.
- 1.7 We provide our Services for business purposes only.

2 CUSTOMER RESPONSIBILITIES

- 2.1 To benefit from the Services, Customer must create accounts for its Users.
- 2.2 Customer shall be responsible for:
 - a) procuring that each account is unique to a specific User;
 - b) procuring that User account credentials (i.e., logins/passwords) are kept safe and confidential, and preventing unauthorised access to the Platform;
 - c) promptly notifying Perk if Customer discovers that the security of any User access credential or integrated third-party service may have been compromised;
 - d) the quality, legality and accuracy of Customer or User data uploaded to the Platform;
 - e) the determination of any policies or controls that are established on the Platform;
 - f) the integration and operation of any third-party service with which Customer uses or receives the benefit of the Services, including Customer's compliance with the terms of such service;
 - g) the acts and omissions of its Users and Affiliates, as if committed by the Customer itself; and
 - h) its compliance with all applicable laws and regulations.
- 2.3 Customer shall not access the Services in any way that is unlawful or prohibited by this Agreement or threatens the continued viability, security or availability of the Platform. In particular, Customer shall not: (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; (ii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by us); or (iii) remove any proprietary notices or labels.
- 2.4 Where Customer receives notice, including from Perk, that the data or content it or its Users have uploaded to the Platform may no longer be used or must be removed to avoid breaching applicable law or governmental regulations or violating the rights of a third party or individual, Customer will promptly remove such material. To the extent Customer fails to act promptly, Perk reserves the right to remove such content or disable Customer's access to it without further notice.
- 2.5 Where Customer uses the Services in violation of this Agreement, Perk may suspend Customer's use of the Services.

3 FEES

- 3.1 Customer shall pay for all Services in accordance with the fees and payment terms indicated in the Order Form, and subject to the terms and conditions of this clause 3, our [Product Specific Terms](#) and any detail relevant to the selected [Payment Method](#).
- 3.2 Where the Services are subject to usage limits Customer acknowledges and agrees that where it exceeds such limits it shall be responsible for additional payment to Perk at the rates agreed and set out in the Order Form (or the Product Specific Terms).
- 3.3 Perk will invoice the Customer (and, where agreed to in writing by Perk, Customer's Affiliate(s)) for all Services indicated in the Order Form. Perk reserves the right to invoice Customer through a Perk Affiliate. In such circumstances, Perk acknowledges that Customer's timely payment to a Perk Affiliate of an invoice issued by it will fully discharge Customer's payment obligations under this Agreement in respect of the same.
- 3.4 Customer shall remain responsible for the timely payment of all invoices, including any agreed by Perk to be addressed to a Customer Affiliate. Customer confirms that the relevant Customer Affiliates have been notified of the invoicing and payment terms indicated in the Order Form, together with the terms of this Agreement and shall procure the Customer Affiliates' compliance with any terms that apply to it. Customer Affiliates' timely payment of an invoice will fully discharge Customer's payment obligations under this Agreement in respect of such invoice.
- 3.5 Customer may elect to be invoiced in a currency other than the currency stated in the Order Form, where Perk supports such currency. The fees remain denominated in the currency stated in the Order Form. Perk will convert them at the exchange rate applied by Perk as of the date the subscription charge is added to the customer invoice, including any conversion or cross-border charge. The invoiced amount may therefore differ from invoice to invoice. Perk may add or withdraw supported currencies at any time; invoicing will then revert to the currency stated in the Order Form.
- 3.6 If the Customer disputes any invoice, it must:
- a) promptly notify Perk in writing, specifying the reasons for disputing the invoice;
 - b) provide all evidence as may be reasonably necessary to verify such reasons for dispute;
 - c) pay all amounts not disputed on the due date; and
 - d) attempt to resolve the dispute reasonably, proactively and in good faith.
- 3.7 If any non-disputed amount due and payable by Customer is overdue, Perk reserves the right to apply interest on the unpaid amount at the rate of 6% per annum, applicable pro rata from the due date until the date of payment of the related outstanding amount. The late payment interest shall be accrued on a daily basis and included in the next invoice issued to Customer.
- 3.8 If any non-disputed amount due and payable by Customer is overdue, Perk may, without limiting its other rights and remedies, suspend its Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Perk will give Customer at least seven (7) days' prior notice that its account is overdue, before suspending services to Customer.
- 3.9 Perk reserves the right to review the fees annually. Perk will notify Customer of any fee change at least thirty (30) days in advance of the fee change taking effect.
- 3.10 The fees are exclusive of legally applicable taxes (by way of examples – VAT and GST). Customer is required to pay any such taxes that Perk is required to collect on top of its fees. At Perk's request, Customer will provide its tax identification information.
- 3.11 Customer shall make all payments for the Services without withholding or deduction, unless required by law. If any such withholding or deduction is required by law, when making the payment to which the withholding or deduction relates, Customer shall pay to Perk such additional amount,

so that that Perk receives the same total amount that it would have received if no such withholding or deduction had been made.

4 INTELLECTUAL PROPERTY

- 4.1 Perk or its licensors own all intellectual property rights on the Platform and the Services. Except for Customer's right to access and procure use of the relevant Services for the benefits of itself and its Users, Customer is not granted any rights in or to Perk's intellectual property.
- 4.2 Customer grants Perk and their Affiliates, as well as Perk's appointed representatives (worldwide) a limited term licence to host, copy, transmit and display (as appropriate) any Customer data strictly as required to deliver the Services. Such right shall extend to include (only where applicable) any Customer data obtained by Perk (upon the instruction of the Customer) through a third-party service that is integrated with the Platform.
- 4.3 Customer acknowledges and agrees that Perk may freely use or exploit any feedback, suggestion or request that it provides in respect of the Services. Any intellectual property rights which come into existence because of the delivery by Perk of the Services will be the exclusive property of Perk.
- 4.4 Customer authorises Perk and its Affiliates to use Customer's name, trademark, and logo (according to the designs and guidelines communicated by Customer to Perk from time to time), solely for the purpose of identifying Customer as a customer of Perk. Any further use for promotional purposes shall be subject to Customer's prior written approval.
- 4.5 Perk will defend Customer (and to the extent relevant its Affiliate(s)) against any claim, demand or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer from, subject to the limits set out at clause 7.4 (below), any damages, legal fees and costs finally awarded against Customer, or for amounts paid by Customer under a settlement approved by Perk in writing. This indemnification undertaking shall be subject to the Customer providing Perk with:
- a) prompt written notice of a relevant claim;
 - b) sole control of the defence and settlement of the claim; and
 - c) all its reasonable assistance.
- 4.6 If Perk receives information about an infringement or misappropriation claim related to the Service, Perk may at its discretion and at no cost to Customer:
- a) modify the Services so that they are no longer claimed to infringe or misappropriate;
 - b) obtain a license for Customer's continued use of that Service in accordance with this Agreement; or
 - c) terminate the relevant Service and refund Customer any prepaid fees (in respect of any future period of supply).
- 4.7 The above defence and indemnification obligations (set out at clauses 4.5 and 4.6) do not apply if:
- a) a claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Perk, if the Services (or their related use) would not infringe without such combination; or
 - b) a claim arises from Customer content or Customer's breach of this Agreement.
- 4.8 Clause 4.5 sets out Perk's and its Affiliates sole liability to, and the Customer's exclusive remedy against Perk and its Affiliates for any related third-party claim.

5 DATA PROTECTION

The parties have considered the means and purpose of the data processing activity that is contemplated by the provision and receipt of Services under this Agreement and have agreed to adhere and comply with the provisions set out in the [Data Processing Addendum](#).

6 WARRANTIES

6.1 Each party warrants, represents and undertakes to the other that:

- a) it has full capacity and authority to enter into this Agreement, to perform any of its obligations and to consummate all the transactions contemplated by this Agreement, and that no consent of any other person or entity is required by it to fully perform as contemplated by this Agreement.
- b) the person executing this Agreement is duly authorised to do so and (to the fullest extent possible under applicable law) waives its right to claim or subsequently rely on any argument to the effect that its signatory was not duly authorised to bind it to the terms of this Agreement.
- c) once duly executed, this Agreement will constitute its legal, valid, and binding obligations.
- d) it is not aware of any matters which might adversely affect its ability to perform its obligations under or in connection with this Agreement.

6.2 Perk warrants that during the Term this Agreement:

- a) the Services will perform materially in accordance with the applicable [Product Service Catalogue](#); and
- b) it will not materially decrease the overall security and functionality of the Services (for the avoidance of doubt, this shall exclude any third-party service accessed through the Marketplace or other form of integration).

6.3 Perk does not represent or warrant that:

- a) the Services will always be available, or Customer's use will be uninterrupted;
- b) Customer will be able to integrate the Services with those of a third party, unless expressly stated otherwise in the Agreement.

7 LIABILITY

[Where this Agreement is governed by Spanish or German law (see clause 15), please note jurisdiction specific provisions, as per clauses 16.2 and 16.4 below.]

7.1 Each party shall be liable for willful intent, fraud or theft by it or its employees; death or personal injury caused by its negligence or that of its employees; fraudulent misrepresentation and for any other liability that cannot by law be excluded or limited.

7.2 Neither Customer or Perk will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of their possibility in advance.

7.3 Subject to clause 7.1 and clause 7.4, the aggregate liability of each party together with all its respective Affiliates arising out of or related to this Agreement shall not exceed the total amount paid or payable by Customer hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose (the **General Cap**). The General Cap will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Customer's payment obligations under clause 3 (Fees) above.

7.4 In relation to any breach by:

- a) Perk of clause 4.1 (Intellectual Property) which leads to a claim, demand or proceeding made or brought against Customer (or a Customer Affiliate), and for which the Customer has recourse to the indemnity set out at clause 4.5;
- b) either party (including any of its Affiliates) of clause 8 (Confidential Information);

- c) either party (including any of its Affiliates) of the Data Processing Addendum; or
- d) Customer of the Developer and Marketplace Terms,

the aggregate liability of each party together (or Perk, in respect of clause 7.4.a), or Customer, in respect of clause 7.4.d)) with all its Affiliates arising out of or related to the relevant incident (out of which the liability arose) shall not exceed the greater of three (3) times the value of the General Cap, or 250,000 in the currency set out in the Order Form (EUR, GBP, USD, or CHF).

- 7.5 Each party acknowledges and agrees that the exclusions and limitations set forth herein represent the agreement of the parties as to the allocation of risk between them in connection with their obligations under this Agreement.

8 CONFIDENTIAL INFORMATION

- 8.1 Each party and its respective Affiliates (for the purposes of this clause 8, each a **Discloser**) may disclose Confidential Information to the other party (for the purposes of this clause 8, each a **Recipient**) in the context of the Services. **Confidential Information** shall be deemed to include information disclosed whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; (iv) was independently developed by the Recipient without any breach of the terms of this clause; or (v) is required by law or regulator or by any court of competent jurisdiction to be disclosed.
- 8.2 The Recipient shall: (i) keep the Confidential Information disclosed by Discloser private and confidential and not disclose any of it to any person other than to the persons who need to know the same for the arrangement of the Services, including, but not limited to Travel Suppliers and Partners; (ii) ensure that all persons to whom the Recipient discloses the Confidential Information (in accordance with this clause) are informed of the terms of this clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality clause or are bound by no less restrictive terms than those contained herein; (iii) use the Confidential Information for the sole purpose of providing or receiving the Services stated in this Agreement; (iv) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third-party.
- 8.3 If, for any reason, the Discloser requests in writing the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients' archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems. The obligations of confidentiality set out in this clause shall continue to apply in relation to any Confidential Information retained.

9 TERM AND TERMINATION

- 9.1 This Agreement shall be effective from the Effective Date and shall remain in force for the term specified in the Order Form (the **Initial Term**).
- 9.2 Upon expiration of the Initial Term, the Order Form and this Agreement shall, unless otherwise set out in the Order Form, be automatically renewed for a period of one (1) year (each a **Renewal Term**), unless either party has given written notice of non-renewal at least thirty (30) days in advance of the expiration of the Initial Term or the then Renewal Term.
- 9.3 The Agreement may be terminated earlier by either party by giving notice in writing:
- a) if the other party is in material breach and such breach is not remediable; or

- b) if the other party is in material breach and the breach is remediable, but the breach is not remedied within twenty (20) business days of being notified in writing of the breach; or
- c) the other party begins insolvency proceedings or becomes the subject of a petition in liquidation or any other proceeding relating to its insolvency, liquidation, or assignment for the benefit of its creditors or, in relation to the Customer, any analogous event in any relevant jurisdiction.

9.4 The extent to which the Customer has any additional entitlement to add or remove a particular Service during the Term of the Agreement is set out in the Product Specific Terms.

10 EFFECTS OF SUSPENSION OR TERMINATION

10.1 All payments due under the Agreement shall become payable on the suspension or termination date.

10.2 Within thirty (30) days of termination, Customer will delete, remove and disable all links and access to all Services and notify its employees, Users and Affiliates.

11 ANTI-BRIBERY, ANTI-CORRUPTION, SANCTIONS COMPLIANCE

11.1 Neither Perk, nor any Perk Affiliate, their respective directors, officers, employees or, to Perk's knowledge, agents or any other person acting on their behalf has directly or indirectly made any bribes, illegal payments, illegal political contributions, in the form of cash, gifts, or otherwise, or taken any other action, in violation of any applicable anti-bribery or anti-corruption law.

11.2 The Services, including the technology on which they operate and any related software applications, may be subject to export control laws and sanctions of the United States, the European Union, the United Kingdom (collectively, **Sanctions Authorities**) and other jurisdictions. Perk and Customer (on behalf of itself and its Affiliates) each represent that they are not: (i) targeted by sanctions administered by any Sanctions Authority; (ii) organized under the laws of or located in a country or territory targeted by comprehensive sanctions administered by any Sanctions Authority (each a Sanctioned Country); (iii) the government of a Sanctioned Country; or (iv) owned, controlled, or acting on behalf of any person or government described in (i), (ii), or (iii). Customer agrees that it shall not use or access, or permit any User to use or access, the Platform or any Services from any Sanctioned Country and in in any manner that would violate applicable sanctions laws and regulations.

12 FORCE MAJEURE

12.1 Neither party shall be responsible or liable for any delay or failure in the performance of any obligation under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, work stoppages, or other industrial disputes, accidents, failure of telecommunications networks or the internet, act of God, civil or military disturbances, acts of war or terrorism, nuclear or natural disasters, pandemics, or interruptions, loss, or disruption of other utilities (a Force Majeure Event). However, a force majeure event shall not relieve a party of its payment obligations. If the circumstances of a force majeure persist for more than forty-five (45) days, the non-affected party may terminate the Agreement immediately upon written notice.

13 MISCELLANEOUS PROVISIONS

13.1 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the parties in relation to the subject matter thereof.

13.2 Customer may be allowed to vary certain Services it receives from Perk directly through the Platform (including its subscriptions). Otherwise, no variation to this underlying Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

- 13.3 If any clause under this Agreement is deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Agreement, which will continue to be applicable and binding on the parties.
- 13.4 The parties are each independent contractors, and shall not be deemed partners, franchisees, agents, joint ventures or legal representatives of each other.
- 13.5 There are no third-party beneficiaries under this Agreement.
- 13.6 Unless otherwise foreseen in this Agreement,
- a) This Agreement and any amendments thereto may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument;
 - b) Notices may be delivered by email to the email-address indicated in the Order Form;
 - c) A signature delivered by electronic or facsimile transmission shall be effective to bind the executing party.
- 13.7 The Customer may not assign or transfer this Agreement, or any portion thereof, to any third party without Perk's express written consent (consent not to be unreasonably withheld). Perk will have the right to assign or transfer this Agreement, by giving prior notice to Customer, to Perk Affiliates, or any successor in connection with its merger or the sale of all or substantially all its assets.

14 DISPUTE RESOLUTION

- 14.1 The parties shall endeavour to resolve amicably and expediently any disputes arising from or relating to this Agreement. Where a party becomes aware that such a dispute has arisen, it shall notify the other party in writing of the dispute and any steps which it considers the other party should take to resolve it (a **Dispute Notice**). Following the issue of a Dispute Notice, the parties shall convene promptly and in good faith for the purpose of resolving the dispute stated in the Dispute Notice (or any other matter reasonably related thereto). Should the parties fail to resolve their differences in writing within twenty-one (21) days of issue of the Dispute Notice, either party may consider alternative forms of legal resolution.
- 14.2 No part of this clause 14 shall prevent a party from seeking injunctive or interlocutory relief.

15 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the territory set out in the table below. The parties shall submit any dispute arising out of or any claim related to this Agreement to the exclusive jurisdiction of such territory.

Customer's business domicile	Perk Contracting Entity	Governing law and jurisdiction
North America	Perk USA Inc.	Governed by and construed in accordance with the laws of the State of Delaware, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to this Agreement.
Germany, Switzerland or Austria	Perk Platform SLU	Governed by and construed in accordance with the laws of the Federal Republic of Germany. Unless otherwise stipulated by mandatory law, the place of jurisdiction shall be Berlin.

France	Perk Platform SLU	Governed by and construed in accordance with the laws of France. Unless otherwise stipulated by mandatory law, the place of jurisdiction shall be Paris.
United Kingdom	Perk UK Ltd	Governed by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to this Agreement.
Any jurisdiction not specifically identified above	Perk Platform SLU	Governed by and construed in accordance with the laws of Spain. Any dispute arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Barcelona, Spain.

16 LOCAL LAW REQUIREMENTS

- 16.1 **United Kingdom.** Where this Agreement is governed by and construed in accordance with the laws of England and Wales, then by reference to clause 13.5 of the Agreement, the parties agree that no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 16.2 **Spain.** Where this Agreement is governed by and construed in accordance with the laws of Spain, clause 7.1 is replaced as follows:
- 7.1 Each party shall be liable without limit for willful intent, gross negligence, fraud or theft by it or its employees; death or personal injury caused by its negligence or that of its employees; fraudulent misrepresentation and for any other liability that cannot be excluded or limited according to Spanish statutory law.*
- 16.3 **France.** Where this Agreement is governed by and construed in accordance with the laws of the France the following terms shall be deemed incorporated and apply:
- a) to the extent permitted (under applicable law) the provisions of Article 1222 and 1223 of the French Civil Code shall in no event be applicable.
 - b) in the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.
- 16.4 **Germany, Switzerland or Austria.** Where this Agreement is governed by and construed in accordance with the laws of the Federal Republic of Germany the following changes shall apply:
- a) Clause 3.9 is replaced as follows:
- 3.9 Perk reserves the right to adjust the fees annually (no more than once per calendar year) at its reasonable discretion, taking into account changes in ongoing costs and general market conditions. Adjustments may result in an increase or decrease in fees. Perk will inform the customer of any fee changes at least thirty (30) days before they take effect. The customer has the right to object to the fee adjustment in text form within thirty (30) days of notification. In such case, the fees shall remain unchanged, and Perk reserves the right to terminate the agreement in accordance with thirty (30) days' notice (in which case Perk will*

refund any prepaid, unused fees for the affected Service in respect of the terminated portion of the Term).

b) Clause 7 is replaced in its entirety as follows:

7.1 Each party and its legal representatives or vicarious agents shall be liable without limitation in case of intent, gross negligence, according to the provisions of the Product Liability Act, for injury to life, body or health as well as within the scope of warranties expressly assumed by it.

7.2 Notwithstanding clause 7.1, the parties and their legal representatives or vicarious agents shall be liable in cases of slight negligence only in case of breach of material contractual obligations, i.e. such obligations the fulfilment of which enables the proper performance of this Agreement in the first place and on the compliance with which the Customer may regularly rely. The parties' liability in this case shall be limited to the foreseeable and typical damage according to the type of contract concerned.

7.3 Beyond clause 7.1 and clause 7.2, the parties' liability for slight negligence shall be excluded. These limitations of liability shall also apply in favor of the parties' legal representatives or vicarious agents.

7.4 Each party acknowledges and agrees that the exclusions and limitations set forth herein represent the agreement of the parties as to the allocation of risk between them in connection with their obligations under this Agreement.

SCHEDULE | PAYMENT METHODS

Any terms and conditions set forth in this Agreement regarding a specific payment method shall only apply to Customers who utilise that specific payment method.

1 CREDIT CARD AND INSTANT DIRECT DEBIT

- 1.1. Where the agreed payment method is credit card or instant direct debit, Customer will be charged for all Services and bookings immediately at the time of purchase, unless a deferred charge is agreed with the Supplier (or in the case of a Perk charge) to be expedient for the purposes of customer's recovery of VAT. Perk reserves the right to, in accordance with the applicable legislation, charge additional costs that may arise as a result of using this payment method.
- 1.2. Customer is solely responsible to implement internal policies to determine which credit cards may be used by Customer's and Affiliates' employees, directors and any other individuals. Where a personal credit card is used to make payments, this shall not affect or alter Customer's obligations and, as applicable, Affiliates' obligations towards Perk, nor the commercial nature of this Agreement, which shall in any event be deemed to have been entered into solely between Perk and Customer. For the purposes of FlexiTravel, Perk shall only administer and issue refunds to corporate card/account profiles.

2 DIRECT DEBIT AND WIRE TRANSFER

- 2.1. Perk may, at its sole discretion and subject to a prior credit evaluation, allow Customers and, where applicable, Affiliates, to make and pay bookings and fees via direct debit or wire transfer up to a certain amount (the **Limit**). Perk may set a Limit per Customer and per Affiliate. Customer and Affiliates may not make bookings that exceed the existing Limit at a given time.
- 2.2. Perk may modify, suspend or cancel the Limit at any time at its sole discretion upon prior written notice to Customer. Customer may terminate this Agreement immediately if Perk exercises its right to modify, suspend or cancel the Limit, unless such changes are due to a breach of the Agreement by Customer or Affiliates.
- 2.3. Customer shall inform Perk at the point of wire transfer which invoice the payment is discharging. If Perk does not receive these instructions it will apply "First-In, First-Out" (FIFO), and payments will be applied to the oldest unpaid invoices first, except in the case of Affiliates assigned to a particular payment profile or cost centre where their payment shall be applied to the oldest invoice linked to that payment profile or cost centre.

3 PREPAYMENTS

- 3.1. Where agreed to by Perk, Customer and, if applicable, Affiliates, may prepay the Services and bookings by transfer of certain amount of cash to Perk in advance. Number and amounts of prepayments are at Customer's sole discretion and shall be made by wire transfer to a bank account as indicated by Perk in writing from time to time.
- 3.2. Prepayments will be credited to the Customer's account and applied exclusively towards charges for Services and bookings under the Agreement. Customer and Affiliates may not make bookings or use the Services in excess of prepayments.
- 3.3. Perk shall refund to Customer any unused prepayments net any outstanding Customer debts by wire transfer to the account indicated by Customer, subject to Paragraph 3.4:
 - at Customer's request. Such voluntary refunds are limited to once per calendar quarter;
 - should the parties agree in writing on a different payment method; or
 - within thirty (30) days of the termination effective date.

- 3.4. No interest is payable on prepayments.

4 SECURITY DEPOSIT

- 4.1. At the request of Perk, Customer may be required to provide a security deposit to guarantee the performance of its obligations under this Agreement. The amount of the security deposit will be specified in the Order Form and may vary depending on the nature of the services provided and Customer's creditworthiness from time to time. Customer shall transfer such security deposit to a bank account as specified by Perk.
- 4.2. Perk may utilize the security deposit to satisfy any outstanding payments owed by Customer to Perk under this Agreement.
- 4.3. Where Perk has utilized the security deposit resulting in a difference between the amount of the security deposit as specified in the Order Form and the actual balance of the security deposit, Perk shall notify Customer of such difference. Customer shall settle the difference by payment to the bank account specified by Perk within 5 business days of the notice. Should Customer fail to settle the difference within such time period, Perk reserves the right to suspend the Services or terminate the Agreement.
- 4.4. Perk will return the security deposit to Customer, less any amounts deducted for outstanding payments or damages caused by the Customer, within 5 business days after the termination or expiration of this Agreement, or until such time as Perk determines that the security deposit is no longer required. Perk reserves the right to withhold or retain the security deposit, in whole or in part, if the Customer breaches any of its obligations under this Agreement.
- 4.5. Customer acknowledges that the security deposit does not limit or restrict the liability of the Customer under this Agreement and that Perk may pursue any other remedies available to it under this Agreement or under applicable law.
- 4.6. Customer may not assign, transfer or otherwise dispose of the security deposit without the prior written consent of Perk.

APPENDIX | DEFINITIONS

Affiliate means any legal person that directly or indirectly controls, is controlled by, or is under common control of a party, or any legal person with a direct or indirect shareholding or equity interest in such party, as the case may be.

API means Perk's application programming interfaces by means of which Customer can have endpoint access to different data fields or features such as the invoice model, invoice line model and invoice profile model.

Customer means the company or legal entity as indicated in the Order Form.

Developer and Marketplace Terms means the terms available at <https://developers.perk.com/docs/perk-marketplace-and-api-terms-of-use> (as amended from time to time).

Developer Tools means Perk's set of developer tools, including the APIs and Marketplace.

Effective Date means the date of the last signature of a party to the Order Form (unless otherwise indicated on the relevant Order Form).

Element means the online (through the Platform) or offline booking of a flight, train ticket, car rental or hotel reservation by Customer and identified by a unique PNR number (and, for the sake of clarity, offline bookings of products such as multi-destination trips, transfers, chauffeur service or meeting rooms via live chat, email, concierge, message or telephone are also considered Elements).

Financial Transaction means any financial document or procedures uploaded to, displayed or processed on the Platform, including but not limited to expense vouchers, other expense claims (such as mileage allowance or per diem), invoices, invoice-related documents (such as purchase orders, delivery confirmations), business travel documents (such as flight bookings) not referring to Elements booked through the Travel Module, card transactions or similar.

Marketplace means the marketplace where the Customer can access third party applications that (at any given time) are capable of integration with the Services, with more information available at <https://www.perk.com/travel-solutions/marketplace/>.

Order Form means a physical or electronic order form issued by Perk stating (among other things) the Services to be acquired by the Customer and the fees payable by the Customer.

Partner means third parties who support Perk in the distribution or provision of specific Services.

Perk means the contracting entity providing the Services to Customer in accordance with clause 15 of the Service Terms, unless otherwise stated in the Order Form.

Platform means the Perk platform, including all Modules, web-based applications and tools that Customer has subscribed to under an Order Form or that Perk otherwise makes available to you.

Product Service Catalogue means the Perk product and services catalogue available at <https://www.perk.com/legal/terms-of-use/>.

Spend Module means the online spend management module described in the Product Service Catalogue.

Term shall be taken to mean the Initial Term or Renewal Term as contemplated under clause 9 of the Service Terms.

Travel Module means the online travel module described in the Product Service Catalogue.

Travel Supplier means those third-party entities which provide airline, train, ferry, hotel and other accommodations, car rental, other travel or travel and events related services.

Trip means the reservation made either online through the Travel Module or offline by Customer of up to eight (8) Elements and for up to eight (8) Users who share the same itinerary. For the sake of this Agreement, sharing the same itinerary shall mean sharing the same flight, train trip, accommodation in the same hotel or other types of Elements.

User means any natural person who is authorised by Customer to access the Platform and benefit from the Services. Users may include, for example, Customer's and its Affiliate's employees, consultants, contractors, representatives or agents.