TRAVEL CODE MASTER PLATFORM AGREEMENT

This Master Platform Agreement (the "**Master Agreement**") is entered into between **Travel Code, Inc.**, a Florida corporation, EIN 88-3712471, with its principal place of business at 77 SE 5th Street, Suite 2805, Miami, Florida 33131, United States ("**Travel Code**", "**we**", "**us**"), and the business entity that accepts this Master Agreement ("**Customer**", "**you**").

By clicking "I agree", executing a Service Order that references this Master Agreement, or accessing or using the Platform, you accept this Master Agreement on behalf of the Customer and represent that you have authority to bind the Customer.

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1. STRUCTURE OF THIS AGREEMENT

1.1 Modular structure. This Master Agreement sets out the terms that apply to every Travel Code product. Individual products are governed by additional **Schedules**, which take effect only when the Customer activates the corresponding product. Together, this Master Agreement, each activated Schedule, each Service Order, and each Incorporated Document form the "**Agreement**".

1.2 Schedules. The following Schedules may be activated:

Schedule	Product	Availability
Schedule A	Travel Services	Worldwide
Schedule B	Expense Management (incl. Bring-Your-Own-Card)	Worldwide, subject to §1.5
Schedule C	Card Program (Travel Code Card, Net-60)	**United States only**
Schedule D	Bill Pay	*Reserved — not currently offered*
Schedule E	HR System Integration & Employee Data	Worldwide

1.3 Incorporated Documents. The following are incorporated into this Agreement by reference and are available at travel-code.com/legal:

- TC Cash Program Terms *(applies only where Schedule C is activated)*
- Data Processing Addendum ("**DPA**")
- Acceptable Use Policy ("**AUP**")
- Service Level Agreement ("**SLA**")
- Privacy Policy
- Sub-processor List
- Data Retention Policy

1.4 Order of precedence. In the event of conflict, the following order applies, highest first:

1. **Third-Party Financial Agreements** (defined in §1.6), with respect to card issuance,

extension of credit, custody of funds, settlement, and transaction processing;
2. the applicable **Service Order**, with respect to commercial terms (pricing, plan, term, volumes);
3. the applicable **Schedule**;
4. the **Incorporated Documents**;
5. this **Master Agreement**.

1.5 Product availability. Schedules are not universally available. Schedule C is available only to Customers organized in and having their principal place of business in the United States. Travel Code may make a Schedule unavailable in any jurisdiction where it cannot lawfully offer the relevant product. Non-availability of one Schedule does not affect any other Schedule.

1.6 Third-Party Financial Agreements. Certain products require the Customer to enter into agreements directly with third parties, including a card issuing bank and a card program manager ("**Third-Party Financial Agreements**"). Those agreements are between the Customer and the relevant third party. Travel Code is not a party to them, does not control them, and is not responsible for the performance of the counterparties. The applicable Third-Party Financial Agreements are identified in the relevant Schedule.

1.7 Contracting entity and payment collection. The Customer contracts with Travel Code, Inc. **Travel Code EU Sp. z o.o.** (KRS 0001183981, ul. Domaniewska 17/19, lok. 133, 02-672 Warsaw, Poland, VAT PL5214125658), a wholly owned subsidiary of Travel Code, Inc., acts as Travel Code, Inc.'s disclosed agent to collect payments and remits them to Travel Code, Inc. Travel Code EU Sp. z o.o. is not a party to the Agreement and does not sell services to the Customer in its own name. A payment made to it under the Agreement discharges the Customer's payment obligation to Travel Code, Inc. to the extent of that payment. Where the Service Order states that the Customer is located in the United Kingdom or the European Economic Area, Annex 2 applies.

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2. DEFINITIONS

"Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests.

"Customer Data" means data submitted by the Customer or its Users to the Platform, or that the Customer authorizes Travel Code to collect from third parties on the Customer's behalf.

"Fees" means amounts payable to Travel Code under a Service Order or the published price list. Fees do not include amounts payable to travel suppliers, amounts payable under a Third-Party Financial Agreement, or Taxes.

"Platform" means the Travel Code web application, mobile applications, APIs, and related services.

"Service Order" means an order for products, whether executed as a document or agreed online through the Platform.

"Usage Data" means de-identified and aggregated data and metadata relating to the operation of the Platform and the behaviour of Users, which does not identify the Customer or any individual.

"User" means an individual authorized by the Customer to access the Platform.

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3. ELIGIBILITY AND ACCOUNT

3.1 Eligibility. The Platform is available only to business entities using it for bona fide commercial purposes. It is not available to consumers, or to individuals or sole proprietors acting in a personal capacity. The Customer must not operate in, and must not use the Platform in connection with, any industry prohibited by the AUP.

3.2 Account. The Customer must register an account. The Customer is responsible for the confidentiality of credentials, for the security of systems used to access the Platform, and, to the extent permitted by law, for all activity authenticated through its credentials. The Customer must notify Travel Code promptly if it believes its account has been compromised.

3.3 Accurate information. The Customer must provide complete and accurate information at onboarding and must notify Travel Code within ten (10) business days of any material change to that information, including ownership, jurisdiction of registration, tax identification, or financial condition, and within two (2) business days of any insolvency event.

3.4 Users. The Customer is responsible for its Users' compliance with the Agreement and for its Users' compliance with the Customer's own internal policies (including travel policy and expense policy). Travel Code may suspend a User's access on notice to the Customer if Travel Code reasonably determines that the User has breached the Agreement or applicable law.

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4. USE OF THE PLATFORM

4.1 Licence. Subject to the Agreement, Travel Code grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Term for the Customer's internal business purposes.

4.2 Restrictions. The Customer must not, and must not permit any person to: (a) copy, modify, or distribute any part of the Platform; (b) rent, lease, resell, or provide the Platform on a time-share or service bureau basis, except as expressly permitted in a Service Order or in a separate written Partner Agreement with Travel Code; (c) reverse engineer, decompile, disassemble, or scrape the Platform; (d) use the Platform to build a competing product; (e) create derivative works; or (f) access the Platform to benchmark it for a competitor.

4.3 Acceptable use. Use of the Platform is subject to the AUP.

4.4 No mission-critical use. The Platform is not designed or authorized for use in circumstances requiring fail-safe performance or where failure could lead to death, personal injury, or environmental damage.

4.5 Changes. Travel Code may modify the Platform provided it does not materially reduce the overall functionality of a product for which the Customer is paying Fees during the then-current Service Order term.

4.6 Beta features. Features designated beta, pilot, or preview are provided "as is", without

support, warranty, or indemnity, and may be modified or withdrawn at any time. This §4.6 prevails over any conflicting term with respect to such features.

4.7 AI-assisted output. The Platform includes features that generate output using large language models or similar technology. Such output may be incomplete or inaccurate, is provided for informational purposes, and is not a substitute for independent professional advice. **No AI feature makes an autonomous financial decision; every automated financial workflow requires human confirmation before execution.** Travel Code is not liable for the Customer's reliance on AI-generated output.

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5. FEES, BILLING AND SUSPENSION

5.1 Fees. The Customer will pay the Fees set out in the applicable Service Order or, where no Service Order applies, at the rates published at travel-code.com/pricing. Fees are quoted and payable in US dollars unless a Service Order states otherwise.

5.2 Billing. Subscription Fees are billed in advance, monthly or annually as elected. Usage-based Fees (including per-ticket service fees and per-active-user Fees) are billed monthly in arrears. An "**active user**" for a given month is a User who, at any point during that month, holds at least one card that is not terminated or makes at least one card transaction. A User whose cards are all terminated before the start of a month, and who makes no card transaction in that month, is not billable for that month.

5.3 Payment method. The Customer authorizes Travel Code to charge the payment method on file. Where the Customer elects Travel Code-initiated bank transfer (ACH debit), that election constitutes the Customer's authorization for Travel Code to initiate debits for amounts due, governed by NACHA rules applicable to business-to-business debits. The Customer may revoke that authorization on thirty (30) days' written notice; revocation does not relieve the Customer of any payment obligation.

5.4 Late payment. Undisputed amounts not paid when due accrue a late charge at the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by applicable law, calculated from the due date until paid. The Customer is responsible for reasonable costs of collection, including attorneys' fees.

5.5 Suspension for non-payment. If an amount remains unpaid **ten (10) days** after the due date, Travel Code may, on notice:

(a) place the account in **read-only** mode — existing bookings and data remain accessible, new bookings and new card issuance are disabled; (b) if the amount remains unpaid **thirty (30) days** after the due date, downgrade the account to the free tier, which terminates access to paid-tier features (including, where applicable, the Card Program and TC Cash accrual); and (c) if the amount remains unpaid **sixty (60) days** after the due date, terminate the Agreement for cause under §11.3.

Suspension does not relieve the Customer of accrued payment obligations. Travel Code will restore access promptly once the amount is paid.

5.6 Prepaid Balance. Where the Customer prepays for Travel Code services, the prepaid amount is recorded as a credit on the Customer's account (the "**Prepaid Balance**") and is

applied against Fees and against amounts payable to travel suppliers that Travel Code settles on the Customer's behalf. The Prepaid Balance is **a prepayment for services and not a deposit**; it does not bear interest, is not held in trust or custody for the Customer, and does not constitute a claim on any segregated account. Travel Code maintains records of all movements in the Prepaid Balance, visible to the Customer in the Platform. On written request or on termination, Travel Code will refund the unapplied portion of the Prepaid Balance within thirty (30) days, less amounts due and less reasonable holds for unsettled supplier transactions, chargebacks, or fare adjustments, which will be released on resolution.

5.6A Two balances, one wallet. The Platform may display the Prepaid Balance together with TC Cash as a single combined figure. The two are nevertheless distinct and are accounted for separately:

	Prepaid Balance	**TC Cash**
What it is	Prepayment by the Customer for Travel Code services	Discretionary reward funded by Travel Code
Refundable in cash	Yes, under §5.6	**No**
Subject to clawback	No	Yes, under the TC Cash Program Terms
Expires	No	Yes

Where amounts are applied, they are applied first against the Prepaid Balance, then from TC Cash against amounts payable to Travel Code, and then from TC Cash against amounts payable to travel suppliers. Where a booking paid from the combined wallet is refunded, the portion originally funded from the Prepaid Balance is returned to the Prepaid Balance and the portion originally funded from TC Cash is returned as TC Cash. **TC Cash is never converted into a Prepaid Balance or into cash.**

5.7 Price changes. Travel Code may change subscription pricing effective at the start of the next renewal term on thirty (30) days' prior notice. Transactional Fees (including per-ticket service fees) may be changed only by mutual written agreement or a new Service Order.

5.8 Taxes. Fees are exclusive of Taxes. The Customer is responsible for all Taxes other than Taxes on Travel Code's net income, property, or employees. If withholding is required by law, the Customer will gross up so that Travel Code receives the amount it would have received absent the withholding.

5.9 Set-off. Travel Code may set off amounts the Customer owes against amounts Travel Code owes the Customer.

5.10 Refunds. Except as expressly stated in the Agreement, Fees are non-refundable. Subscription Fees are non-refundable for any period during which the Platform was made available, regardless of usage. Refunds relating to travel supplier services are governed by Schedule A.

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6. CUSTOMER DATA, INTELLECTUAL PROPERTY AND FEEDBACK

6.1 Ownership of Customer Data. As between the parties, the Customer retains all right, title, and interest in Customer Data.

6.2 Licence to Travel Code. The Customer grants Travel Code a non-exclusive licence to host, process, transmit, and display Customer Data, and to disclose it to sub-processors and to third parties (including travel suppliers and, where Schedule C is activated, the card program manager and issuing bank) to the extent necessary to provide the products.

6.3 Customer warranties. The Customer represents that it has all rights, consents, and permissions necessary for Travel Code to use and disclose Customer Data as contemplated, and that its own privacy notices permit it to do so.

6.4 Usage Data. Travel Code may use Usage Data during and after the Term for its own business purposes, including operating and improving the Platform and developing new products. Travel Code will not disclose Usage Data in a form that identifies the Customer or any User.

6.5 Travel Code IP. The Platform and all related intellectual property remain the exclusive property of Travel Code and its licensors. All rights not expressly granted are reserved.

6.6 Feedback. If the Customer or a User submits product feedback, Travel Code may use it without restriction or obligation. Feedback must not contain the Customer's confidential information.

6.7 Publicity. Travel Code may identify the Customer as a customer by name and logo on its website and in sales materials. Any case study, press release, or other material specifically about the Customer requires the Customer's prior written approval. The Customer may withdraw this permission on written notice, effective prospectively.

6.8 Data protection. The parties' respective obligations in relation to personal data are set out in the DPA.

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7. CONFIDENTIALITY

7.1 Each party will protect the other's confidential information with at least reasonable care, will not use it other than to perform the Agreement, and will disclose it only to personnel and advisers with a need to know who are bound by confidentiality obligations.

7.2 Confidential information does not include information that is or becomes public through no fault of the recipient, was lawfully known before disclosure, is received from a third party without restriction, or is independently developed.

7.3 Disclosure required by law is permitted, provided the recipient gives reasonable advance notice where lawful.

7.4 These obligations survive for five (5) years after termination, except that personal data remains protected until returned or deleted.

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8. SECURITY

8.1 Travel Code maintains a written information security programme with administrative, technical, and physical safeguards appropriate to the sensitivity of the data processed, including

access controls, encryption in transit and at rest, logging and monitoring, and periodic risk assessment and vulnerability management.

8.2 Travel Code will notify the Customer without undue delay of any confirmed security incident affecting Customer Data, will investigate and remediate, and will provide information reasonably necessary for the Customer to meet its own notification obligations.

8.3 For a security incident caused by Travel Code's failure to apply the safeguards in §8.1, Travel Code is responsible for reasonable notification costs and identity-protection costs the Customer is legally required to incur ("**Breach Costs**"), subject to §10. Travel Code is not responsible for Breach Costs to the extent the incident was caused by the Customer or its Users.

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9. WARRANTIES AND DISCLAIMER

9.1 Travel Code warrants that it will provide the products in a professional and workmanlike manner, in material compliance with the Agreement and applicable law.

9.2 No guarantee of outcomes. Any figure describing savings, accuracy, processing time, implementation time, policy compliance, or similar outcomes — whether published on travel-code.com, presented in sales materials, or generated by a calculator or model — is an **estimate based on aggregate historical data across the customer base and is not a warranty, guarantee, or commitment**. Actual results vary by customer, travel pattern, policy configuration, and supplier behaviour.

9.3 EXCEPT AS EXPRESSLY STATED IN §9.1, THE PLATFORM IS PROVIDED "AS IS". TRAVEL CODE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

9.4 Travel Code gives no tax, accounting, legal, or immigration advice. Output of the Platform relating to such matters is informational only.

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10. INDEMNIFICATION

10.1 By the Customer. The Customer will indemnify Travel Code, its Affiliates, and their officers, directors, and employees against third-party claims, and resulting damages and costs finally awarded or agreed in settlement, arising out of: (a) use of the Platform in breach of §4.2, §4.3, or applicable law; (b) Customer Data infringing or violating a third party's rights, except to the extent caused by Travel Code's breach of §8; (c) the Customer's wilful misconduct or fraud; or (d) the Customer's breach of a Third-Party Financial Agreement.

10.2 By Travel Code. Travel Code will indemnify the Customer and its officers, directors, and employees against third-party claims, and resulting damages and costs finally awarded or agreed in settlement, alleging that the Platform infringes a third party's intellectual property rights, or arising out of Travel Code's wilful misconduct or fraud. This does not apply where the claim arises from use of the Platform in breach of the Agreement or in combination with anything not supplied by Travel Code.

10.3 Process. The indemnified party must give prompt written notice, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defence. Neither party may settle in a way that admits wrongdoing by the other without consent.

10.4 Infringement remedies. If use of the Platform is or may be enjoined, Travel Code may procure the right to continue, modify the Platform to be non-infringing, or terminate the affected Schedule and refund prepaid unused Fees. §10.2 and §10.4 are Travel Code's entire liability for intellectual property infringement.

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11. LIMITATION OF LIABILITY

11.1 Exclusion. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, REGARDLESS OF THEORY AND EVEN IF ADVISED OF THE POSSIBILITY.

11.2 General cap. EXCEPT AS STATED IN §11.3 AND §11.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. If the Agreement has been in effect for less than twelve months, Fees are annualized.

11.3 Enhanced cap. For (a) Breach Costs under §8.3, (b) indemnification obligations under §10, and (c) breach of confidentiality under §7, each party's total aggregate liability will not exceed the **greater of** (i) two (2) times the Fees paid or payable in the twelve (12) months before the event and (ii) **one million US dollars (US$1,000,000)**.

11.4 Free tier. Where the Customer has paid no Fees in the twelve months before the event, Travel Code's total aggregate liability will not exceed **one hundred US dollars (US$100)**.

11.5 Carve-outs. Nothing in this §11 limits liability for the Customer's obligation to pay Fees and amounts due under a Schedule, or for fraud, wilful misconduct, death or personal injury caused by negligence, or any liability that cannot be limited under applicable law.

11.6 Aggregate. The caps in this §11 are aggregate across the Master Agreement and all Schedules, Service Orders, and Incorporated Documents, and are not cumulative per document.

11.7 No liability for third parties. Travel Code is not liable for the acts or omissions of travel suppliers (see Schedule A), of the card program manager or issuing bank (see Schedule C), or of any other third party with which the Customer contracts directly.

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12. TERM AND TERMINATION

12.1 Term. This Master Agreement begins when accepted and continues until terminated. Each Service Order runs for the term stated in it and renews automatically for successive periods equal to the expiring term unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

12.2 Termination for convenience. Either party may terminate a Service Order for

convenience on thirty (30) days' written notice, effective at the end of the then-current billing period, unless the Service Order states otherwise. Prepaid Fees for periods after the effective date will be refunded; Fees for periods already served will not.

12.3 Termination for cause. Either party may terminate on written notice if the other materially breaches and fails to cure within thirty (30) days of notice, or immediately on insolvency. Travel Code may terminate immediately if it determines that the Platform is being used fraudulently, for criminal purposes, or in violation of applicable law, or if required to do so by a regulator, a card network, the issuing bank, or the card program manager.

12.4 Effect. Termination of the Master Agreement terminates all Schedules and Service Orders. Termination of a single Schedule does not terminate the Master Agreement or any other Schedule. Accrued payment obligations survive.

12.5 Data on termination. For ninety (90) days after termination the Customer may export Customer Data through the Platform. Thereafter Travel Code will delete Customer Data within thirty (30) days, except for backups overwritten in the ordinary rotation, records required for financial, tax, or regulatory purposes, and de-identified data. Travel Code will certify deletion on request.

12.6 Survival. §6, §7, §9.3, §10, §11, §13, and §14, and any provision that by its nature should survive, survive termination.

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13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing law. This Agreement is governed by the laws of the State of Florida, without regard to conflict of laws principles. *(Note: Third-Party Financial Agreements are governed by their own law and this §13.1 does not alter that.)*

13.2 Informal resolution. The parties will attempt in good faith to resolve any dispute informally for thirty (30) days after written notice before commencing a formal proceeding.

13.3 Arbitration. Any dispute not resolved informally will be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in **Miami-Dade County, Florida**, conducted in English. Judgment may be entered on the award in any court of competent jurisdiction.

13.4 Exceptions. Either party may bring a court action (a) to collect unpaid Fees or amounts due, (b) to enforce this §13, or (c) for injunctive or other equitable relief in respect of confidentiality or intellectual property. The parties consent to the exclusive jurisdiction of the state and federal courts in Miami-Dade County, Florida for such actions.

13.5 Class action waiver. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS.

13.6 Opt-out. The Customer may opt out of §13.3 and §13.5 by written notice to legal@travel-code.com within thirty (30) days of first accepting this Master Agreement. Opting out does not affect any other provision.

13.7 Jury waiver. To the extent any dispute proceeds in court, each party waives any right to trial by jury.

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14. GENERAL

14.1 Notices. Notices to Travel Code go to legal@travel-code.com. Notices to the Customer go to the email address on the account or in the Service Order, and are effective on transmission. Posting to the Platform constitutes notice for operational and product notices but not for notices of breach, termination, or dispute.

14.2 Electronic acceptance and records. The parties consent to transact electronically. Clicking "I agree", checking an acceptance box, or executing electronically has the same legal effect as a handwritten signature under the ESIGN Act and applicable state UETA. Travel Code records the identity of the accepting User, the timestamp, the IP address, and the version identifier of each document accepted, and will provide that record to the Customer on request.

14.3 Authority. Each person accepting the Agreement represents that they are authorized to bind the entity on whose behalf they act.

14.4 Changes to terms. Travel Code may amend this Master Agreement, a Schedule, or an Incorporated Document on thirty (30) days' notice. If an amendment materially and adversely affects the Customer, the Customer may terminate the affected Schedule without penalty by notice before the amendment takes effect, and will receive a refund of prepaid unused Fees for that Schedule. Continued use after the effective date constitutes acceptance. Amendments required by law, by a regulator, by a card network, by the issuing bank, or by the card program manager may take effect on shorter notice where necessary to maintain compliance.

14.5 Assignment. Neither party may assign the Agreement without the other's consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes all obligations. Attempted assignment in violation is void.

14.6 Force majeure. Neither party is liable for delay or failure in performance (other than payment) caused by events beyond its reasonable control, including acts of God, war, terrorism, epidemic, civil unrest, strikes, governmental action, utility or telecommunications failure, and denial-of-service attacks.

14.7 Compliance with law. Each party will comply with applicable law, including anti-bribery laws and US export control and sanctions laws. The Customer will not use the Platform for the benefit of any person subject to sanctions administered by OFAC or listed on any US restricted party list.

14.8 Relationship. The parties are independent contractors. Nothing creates a partnership, joint venture, agency, or fiduciary relationship. Neither party may bind the other.

14.9 No third-party beneficiaries. The Agreement is for the benefit of the parties only. *(For clarity, this does not limit the rights of the card program manager or the issuing bank under their own agreements with the Customer.)*

14.10 Severability. If any provision is held invalid, the remainder continues in effect and the invalid provision is modified to the minimum extent necessary to be enforceable.

14.11 Waiver. No waiver of a breach is a waiver of any other or subsequent breach.

14.12 Entire agreement. The Agreement is the entire agreement on its subject matter and supersedes prior agreements and understandings. It supersedes any pre-printed or non-negotiated terms on a Customer purchase order or similar document. The English version governs.

ANNEX 1 — DOCUMENT MAP

Document	How accepted	Applies to
Master Platform Agreement	Clickwrap at signup	All customers
Schedule A — Travel Services	Clickwrap at product activation	Travel customers
Schedule B — Expense Management	Clickwrap at product activation	Expense customers
Schedule C — Card Program	Clickwrap + separate unbundled consent	US card customers only
TC Cash Program Terms	Clickwrap with Schedule C	US card customers only
Service Order	Clickwrap (self-serve) or e-signature (sales-assisted)	All paying customers
DPA / AUP / SLA / Privacy Policy / Sub-processors	Incorporated by reference	All customers
Pliant Platform GTC, Payments Agreement, Payment Card Agreement, Pliant Privacy Policy	Accepted separately and directly with Pliant	US card customers only
Coastal Community Bank cardholder agreement	Accepted separately and directly with the bank	US card customers only
Schedule E — HR System Integration & Employee Data	Clickwrap at integration activation + separate permission	Customers connecting an HR System
Partner Agreement	E-signature	Referral, co-branded, API and reseller partners (not customers)

ANNEX 2 — TERMS FOR CUSTOMERS IN THE UNITED KINGDOM AND THE EUROPEAN ECONOMIC AREA

This Annex applies where the Service Order states that the Customer is located in the United Kingdom or the European Economic Area. It prevails over the rest of this Master Agreement to the extent of any conflict.

A2.1 Governing law. In place of §13.1, the Agreement and any non-contractual obligations arising from it are governed by the law of England and Wales, unless the Service Order states another law.

A2.2 Disputes. In place of §13.3, §13.5, §13.6 and §13.7, any dispute not resolved informally under §13.2 is finally resolved by arbitration under the ICC Rules of Arbitration, by one arbitrator, seated in London, in English. §13.4 continues to apply.

A2.3 Payment collection and invoicing. Travel Code EU Sp. z o.o. collects payments and may issue invoices as disclosed agent of Travel Code, Inc. under §1.7. Fees are quoted and payable in the currency stated in the Service Order.

A2.4 VAT. Fees are exclusive of value added tax. Where the reverse-charge mechanism applies, the Customer accounts for VAT. Where Travel Code is required by law to charge VAT, it will do so.

A2.5 Payment method. The references in §5.3 to ACH debit and NACHA rules do not apply. Payment is made by bank transfer, by card, or by direct debit where the Customer has given a mandate.

A2.6 Electronic acceptance. The references in §14.2 to the ESIGN Act and UETA include Regulation (EU) No 910/2014 (eIDAS), the UK Electronic Communications Act 2000, and other applicable law.

A2.7 Products. Schedule C (Card Program) and the TC Cash Program Terms are not available.

A2.8 Travel Services. Air tickets may be issued under the IATA accreditation of Travel Code EU Sp. z o.o., acting for Travel Code, Inc. Travel Code, Inc. remains responsible to the Customer for the Travel Services under Schedule A.

A2.9 Data protection. The DPA applies, including its provisions on transfers from the United Kingdom and the European Economic Area.

A2.10 Sanctions. In addition to §14.7, the Customer will not use the Platform for the benefit of any person subject to sanctions imposed by the European Union or the United Kingdom.

A2.11 Language. The English version of the Agreement governs. Any translation is for convenience only.