SCHEDULE A — TRAVEL SERVICES

This Schedule A forms part of the Travel Code Master Platform Agreement and applies when the Customer activates Travel Services. Capitalized terms not defined here have the meaning given in the Master Agreement.

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1. SCOPE AND ROLE

1.1 What Travel Services are. Travel Services means the functionality through which the Customer and its Users search for, book, change, and cancel travel and related services, together with associated policy, approval, reporting, and traveller-support functionality.

1.2 Travel Code acts as agent. Travel Code acts as an **agent for the Customer** in arranging travel supplied by third parties. Travel Code is **not** the airline, hotel, rail operator, car rental company, or other supplier, and is not a co-provider of the travel itself.

1.3 Travel Providers. "**Travel Provider**" means any third party supplying travel or related services bookable through the Platform, including airlines, hotel operators, rail operators, car rental companies, ground transport providers, inventory aggregators, and travel networks.

1.4 Contract for the travel. The contract for the travel itself is formed between the Customer (or the individual traveller, where the supplier requires it) and the Travel Provider, on the Travel Provider's own terms. Travel Code is not a party to that contract.

1.5 Display is not an offer. The display of inventory, availability, or pricing on the Platform is not a binding offer by Travel Code or by any Travel Provider. A booking is confirmed only when the Travel Provider issues a confirmation.

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2. PLANS AND FEATURES

2.1 Travel Services are offered in tiers as published at travel-code.com/pricing. The Customer's tier is recorded in the Service Order or in the Customer's account settings and determines the features available, including the number of legal entities, number of travel policies, single sign-on, provisioning, data residency options, and the applicable RateGuard share.

2.2 Travel Code may change the features included in a tier on thirty (30) days' notice, subject to §4.5 of the Master Agreement. Pricing changes are governed by §5.7 of the Master Agreement.

2.3 Free tier. The free tier is provided without Fees and, accordingly, is subject to §11.4 of the Master Agreement. Travel Code may modify, limit, or withdraw the free tier on thirty (30) days' notice.

3. BOOKING

3.1 Search and ranking. The Platform uses proprietary logic to determine policy limits, ranking of results, availability of negotiated content, and similar features. That logic takes account of the Customer's policy configuration, traveller profile and history, market conditions, and other factors, and may produce different results for different Users, dates, and locations. **It does not determine or affect the price charged by any Travel Provider.**

3.2 Transmission of traveller information. To make a booking, Travel Code transmits information to the Travel Provider, which may include traveller name, contact details, identity and travel document details, loyalty numbers, and payment details. The Customer authorizes that transmission and is responsible for the accuracy and completeness of the information it and its Users supply.

3.3 Content accuracy. Travel Code takes commercially reasonable measures to reflect supplier content accurately, but the content originates with the Travel Providers. Travel Code does not warrant the accuracy or completeness of descriptions, images, amenity lists, or pricing supplied by Travel Providers, and is not liable for errors in them except to the extent introduced by Travel Code. Travel Code may correct pricing errors and may cancel bookings made at a manifestly incorrect price, in which case the Customer's sole remedy is a full refund of amounts paid for that booking.

3.4 Approval workflow. Where the Customer configures an approval workflow, the Platform validates booking requests against the Customer's policy before issuance and may route them for approval and block non-compliant bookings. The Customer is solely responsible for configuring its policy, designating approvers, and maintaining current approval hierarchies. Travel Code is not responsible for a booking approved, or not approved, in accordance with the Customer's own configuration.

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4. SUPPLIER TERMS, CHANGES AND CANCELLATIONS

4.1 Supplier terms govern. Every booking is subject to the Travel Provider's own terms, including its contract of carriage, fare rules, tariff, and cancellation and change policy. **The Travel Provider — not Travel Code — determines whether and on what terms a booking may be changed, cancelled, or refunded.** Those terms may require the Customer or the traveller to agree to additional or different terms; doing so does not modify the Agreement.

4.2 Non-refundable inventory. Many fares and rates are non-refundable, non-changeable, or subject to penalties. The applicable rules are presented at the point of booking. It is the Customer's responsibility to review them.

4.3 Schedule changes and disruption. Travel Providers may change schedules, equipment, routings, and accommodation. Travel Code will pass on notifications it receives and will assist with rebooking, but Travel Code is not responsible for the change itself and makes no refund on account of it.

4.4 24-hour cancellation. On the Premium tier and above, the Platform offers a first-24-hour

flight cancellation feature. It operates **only to the extent the operating carrier's own rules and applicable regulation permit**. It is a facilitation of the carrier's policy, not a guarantee given by Travel Code, and does not apply to fares or carriers that do not offer it.

4.5 Unused ticket credits. Where a cancellation results in a credit rather than a refund, the credit is issued by and held with the Travel Provider on the Travel Provider's terms, including expiry, transferability, and change-fee rules. The Platform surfaces credits known to Travel Code so the Customer can apply them. **Travel Code does not hold, guarantee, extend, or underwrite unused ticket credits and is not liable for their expiry or forfeiture.**

4.6 Refund processing. Where a Travel Provider authorizes a refund, Travel Code will process it to the original payment method within fifteen (15) business days of receiving the funds or the refund authorization from the Travel Provider. Where the original payment was made from the Prepaid Balance, the refund is credited to the Prepaid Balance. Where the original payment was made in whole or in part from TC Cash, the TC Cash portion is returned as TC Cash. Refunds may be reduced by Travel Provider penalties, by Travel Code's service fee, and by amounts the Customer owes.

4.7 Force majeure. Travel Code has no liability, and will make no refund of its own fees, where travel is affected by a Force Majeure Event, industrial action, overbooking, denied boarding, delay, or cancellation by a Travel Provider. Travel Code will use commercially reasonable efforts to assist the Customer in obtaining refunds or credits from the Travel Provider.

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5. TRAVEL RISK AND DISCLAIMER

5.1 By making inventory available, Travel Code does not represent or warrant that travel to any destination is advisable or without risk, and is not liable for loss or damage arising from travel to any destination.

5.2 Travel Providers are not agents, subcontractors, or employees of Travel Code. **Travel Code disclaims all liability relating to the acts or omissions of Travel Providers and to the travel services themselves, including personal injury, death, property damage, and other loss.**

5.3 Travel documentation. The Customer and its travellers are solely responsible for holding valid passports, visas, permits, health documentation, and any other entry, exit, or transit requirement. Travel Code may provide informational guidance, which is not advice and is not warranted to be accurate or current.

5.4 Duty of care features. Where the Customer's tier includes traveller tracking, risk alerting, or similar features, those features are **informational tools that assist the Customer in discharging its own duty of care**. They depend on data supplied by third parties and on travellers' own devices and behaviour, may be delayed, incomplete, or unavailable, and are not an emergency, medical, security, or evacuation service. **Travel Code does not assume the Customer's duty of care to its personnel** and is not liable for reliance on these features.

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6. FEES FOR TRAVEL SERVICES

6.1 Service fee. A service fee applies **per air or rail ticket issued**, at the rate set out in the Service Order. The rate is agreed with each Customer and is recorded in the Service Order fee table. It covers distribution costs, ticketing, servicing, and refund processing. No service fee applies to hotel, car, or transfer bookings.

6.2 Service fee is non-refundable. The service fee is earned on issuance and is **non-refundable**, including where the underlying booking is subsequently changed, cancelled, voided, refunded, or affected by a Force Majeure Event.

6.3 Loyalty Program. Travel Code operates a tiered Loyalty Program under which the Customer receives a discount on displayed prices for **hotel and transfer bookings**, based on the Customer's total booking volume in a calendar year:

Tier	Discount on hotel and transfer prices	Achieved at total bookings per calendar year
Bronze Partner	3%	US$200,000
Silver Partner	5%	US$500,000
Gold Partner	7%	US$1,000,000

6.3.1 The applicable discount is applied automatically at the time of booking. A tier is achieved when the threshold is reached and applies to bookings made after that point; it does not apply retrospectively.

6.3.2 Tier qualification is measured per calendar year. Volume does not carry forward, and tier status is reassessed at the start of each calendar year based on the preceding year's volume.

6.3.3 Total booking volume is calculated on the total value of bookings made through the Platform, net of cancellations and refunds. Travel Code determines tier attainment and may correct tier status where volume is subsequently reversed.

6.3.4 The discount applies to hotel and transfer prices only. It does not apply to air or rail fares, to the service fee under §6.1, to Additional Travel Services, or to subscription Fees.

6.3.5 Travel Code may change the tiers, thresholds, and discount levels on thirty (30) days' notice. The Loyalty Program is a price discount only. It is not a rewards currency, is not redeemable for cash, does not accrue as a balance, and is distinct from TC Cash.

6.4 Supplier charges. Amounts payable to Travel Providers are additional to Travel Code's Fees and are determined by the Travel Provider.

6.5 Taxes. Travel-related taxes and government charges are set by the relevant authority or Travel Provider, are reflected in the price presented at booking, and are the Customer's responsibility.

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7. RATEGUARD

7.1 RateGuard monitors eligible confirmed bookings for price reductions and, where the Platform

identifies a reduction that can be captured under the applicable supplier rules, may rebook the reservation to the lower price.

7.2 Automation and confirmation. Where RateGuard operates automatically, it does so within the parameters the Customer configures. Rebooking is executed only where the resulting itinerary matches the parameters the Customer has approved. The Customer is responsible for the parameters it sets.

7.3 Revenue share. Where a rebooking produces a saving, the saving is calculated as:

where **Original Cost** is the total amount paid for the original booking, and **Replacement Cost** is the **total amount paid in connection with the replacement booking, inclusive of the replacement fare, taxes, any change or reissue fee, any penalty, and any fare difference**. If the Replacement Cost equals or exceeds the Original Cost, no saving arises and no share is payable.

The saving is shared between the parties according to the Customer's tier:

Tier	Customer share	Travel Code share
Premium	20%	80%
Pro	50%	50%

The Customer's share is credited to the Customer's account. Travel Code's share is retained.

7.3.1 Reversal. If the replacement booking is subsequently cancelled, refunded, or repriced such that the saving is reduced or eliminated, Travel Code may reverse or adjust the Customer's share accordingly.

7.4 No guarantee. RateGuard depends on supplier fare behaviour and rules. Travel Code does not guarantee that any reduction will be identified, that any rebooking will be possible, or that any level of saving will be achieved. Any published figure describing typical savings or hit rates is an estimate under §9.2 of the Master Agreement.

7.5 Eligibility. Not all fares, carriers, or booking types are eligible. Eligibility is determined by supplier rules and is shown in the Platform.

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8. ADDITIONAL TRAVEL SERVICES

8.1 Travel Code may offer additional services on request, including visa and documentation assistance, meetings and events, executive ground transport, private aviation, travel insurance placement, and travel connectivity products such as eSIM data plans ("**Additional Travel Services**").

8.2 Additional Travel Services are quoted individually and are subject to the specific terms communicated at the time of booking, including cancellation and refund terms, which prevail over §4.6 for those services.

8.3 Additional Travel Services are supplied by third parties. Travel Code arranges them as agent and does not warrant their quality, suitability, or outcome. In particular, Travel Code does not

guarantee the grant of any visa or permit, and fees for documentation assistance are non-refundable once processing has begun.

8.4 Insurance. Travel Code does not underwrite insurance. Any insurance is provided by the insurer on its own terms, and Travel Code gives no advice as to the suitability of cover.

8.5 Connectivity. eSIM data plans and similar connectivity products are supplied by the telecommunications provider on its own terms, which the Customer accepts at purchase. A data plan is **non-refundable once activated**. Travel Code does not operate the network and gives no warranty as to coverage, speed, device compatibility, or availability in any location. Data allowances, validity periods, and supported territories are as stated by the provider at the time of purchase.

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9. REPORTING AND SUSTAINABILITY

9.1 The Platform provides pre-trip and post-trip reporting on expenditure, policy compliance, and travel patterns, available for export in standard formats.

9.2 Where the Customer's tier includes carbon or sustainability reporting, figures are calculated using third-party methodologies and published emissions factors. They are **estimates for internal management purposes** and are not audited, are not suitable as the sole basis for regulatory or statutory reporting, and are not warranted to be accurate.

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10. PAYMENT FOR TRAVEL

10.1 Payment methods. Travel may be paid for by (a) the Prepaid Balance, (b) a card the Customer enrols on the Platform, including a card issued under Schedule C, (c) consolidated invoice where Travel Code has agreed invoice terms with the Customer, or (d) direct settlement with the Travel Provider where supported. Where Travel Code collects payment for travel, it does so as merchant of record for the payment transaction while acting as agent in arranging the travel. This does not make Travel Code the Travel Provider.

10.2 Consolidated invoicing. Where the Service Order provides for consolidated invoicing, Travel Code issues a monthly invoice covering the preceding calendar month, payable within thirty (30) days of the invoice date unless the Service Order states otherwise. **These are ordinary trade payment terms on Travel Code's own invoice. They are not a loan, a credit facility, or an extension of credit, and Travel Code does not extend credit to the Customer.** Late payment is governed by §5.4 and §5.5 of the Master Agreement.

10.3 Credit exposure. Travel Code may require prepayment, a Prepaid Balance, or a reduction in invoice terms where the Customer's payment history or financial condition warrants it, and may decline to issue tickets where amounts are overdue.

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11. REGULATORY DISCLOSURES

11.1 Seller of travel. Travel Code is registered as a seller of travel with the Florida Department of Agriculture and Consumer Services under **Registration No. ST44595**. Registration numbers for any other state in which Travel Code is registered are published at travel-code.com/legal and displayed as required by applicable law. Registration does not constitute approval or endorsement by any state.

11.2 Air transportation. Travel Code acts as a ticket agent in relation to air transportation. Prices for air transportation displayed on the Platform include all mandatory taxes and fees. Optional services are presented on an opt-in basis and are not added without the User's affirmative selection.

11.3 Customer travellers outside the United States. Where travellers are located outside the United States, local consumer travel protections may apply to the Travel Provider but do not apply to the business-to-business relationship between Travel Code and the Customer.

11.4 Package travel rules. Directive (EU) 2015/2302 on package travel and linked travel arrangements does not apply to travel arranged through the Platform, on the basis that the Agreement is a general framework agreement for the arrangement of business travel for a legal person. The same exclusion applies under the Package Travel and Linked Travel Arrangements Regulations 2018 of the United Kingdom.

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12. CUSTOMER OBLIGATIONS

12.1 The Customer represents and warrants that:

(a) it will provide accurate and complete traveller information and will update it promptly; (b) it has obtained all consents necessary for Travel Code and Travel Providers to process traveller personal data, including any special-category data such as accessibility or dietary requirements that a traveller chooses to supply; (c) its travellers will comply with all applicable entry, exit, health, and security requirements; (d) it will not book travel for any person subject to sanctions administered by OFAC or listed on any applicable restricted party list; and (e) all travel arranged through the Platform is for bona fide business purposes.

12.2 The Customer is responsible for its own travel policy, for communicating it to travellers, and for the consequences of its travellers' out-of-policy behaviour.

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13. SUPPORT

Support for Travel Services, including traveller support, is provided in accordance with the SLA. Response commitments in the SLA apply to Travel Code's response, not to resolution, which depends on Travel Provider response times and on factors outside Travel Code's control.

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14. LIABILITY

14.1 Travel Code's liability under this Schedule is subject to §11 of the Master Agreement.

14.2 Without limiting §5, Travel Code is not liable for: the acts or omissions of any Travel Provider; the quality, safety, or fitness of any travel service; delay, cancellation, denied boarding, or overbooking; loss of or damage to baggage or property; the expiry or forfeiture of unused ticket credits; the outcome of any visa or permit application; or any consequence of the Customer's own policy or approval configuration.