COMPANY TERMS OF SERVICE

Version 5.0

UPDATED: May 1, 2025

PLEASE READ THIS COMPANY TERMS OF SERVICE AGREEMENT (THE "**TOS AGREEMENT**") CAREFULLY. This TOS Agreement is by and between Travelator, Inc., doing business as TravelBank ("**TravelBank**") and the company/legal entity ("**Company User**") that either enters into a commercial agreement with TravelBank, or registers as a Company on the TravelBank website, https://travelbank.com/, ("**Website**") or TravelBank's mobile application ("**Application**"). This TOS Agreement governs Company User's use of TravelBank's Website, Application, the services and resources enabled by the Website and/or Application (each a "**Service**" and collectively the "**Services**"), Software and Content (defined below) made available by TravelBank (collectively, the "**TravelBank Properties**"). Company User and TravelBank are each a "**Party**," and collectively "**Parties**."

WHEN AN ADMINISTRATOR ON BEHALF OF THE COMPANY USER REGISTERS WITH TRAVELBANK TO CREATE A TRAVELBANK COMPANY NETWORK AND CLICKS THE "I ACCEPT" BUTTON, IT REPRESENTS THAT (1) IT HAS READ, UNDERSTAND, AND AGREES TO BE BOUND BY THE TOS AGREEMENT AND (2) IT HAS THE AUTHORITY TO ENTER INTO THIS TOS AGREEMENT ON BEHALF OF THE COMPANY THAT HAS BEEN NAMED AS THE COMPANY USER, AND TO BIND THAT COMPANY TO THE TOS AGREEMENT. IF THE COMPANY USER DOES NOT AGREE TO BE BOUND BY THE TOS AGREEMENT, THE COMPANY USER MAY NOT ACCESS OR USE THE TRAVELBANK PROPERTIES.

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") which are included below as separate riders. The TOS Agreement and any applicable Supplemental Terms are collectively referred and incorporated herein as the "Agreement."

- Rider A: Supplemental Terms for Savings and Rewards Program
- Rider B: Supplemental Terms for Travel Reservations
- Rider C: Supplemental Terms for Expense Management and Reimbursement

1. DEFINITIONS

Terms used in the Agreement have the meaning set forth below or as otherwise set forth herein.

a) "**Company**" means the legal entity that owns the rights to the domain included in the e-mail address that a User provides when he or she creates an account with TravelBank. The Company will generally be the User's employer. "Company" does not include a legal entity that operates an e-mail service (e.g. Hotmail, Yahoo, etc.) (an "**E-Mail Service Entity**") unless one or more Managers employed have created a TravelBank Department Network(s) or TravelBank has an agreement with that E-mail Service Entity pursuant to which that entity has created a TravelBank Company Network.

b) "**Department**" is a group, department or other unit of a Company.

c) "**Employee**" is an Individual User who identifies himself or herself as an Employee when the Individual User creates an Account with TravelBank. An Employee may also register as a Manager within the same or another TravelBank Company Network, or within the TravelBank Company Network to which the Employee belongs.

d) "**Inividual User**" means an individual user that identifies himself or herself as a Manager and/or Employee of the TravelBank Company Network. Collectively, Individual Users and Company Users are "**Users**," and each is a "**User**."

e) "**Manager**" is an Individual User who identifies himself or herself as a Manager when the Individual User creates an Account with TravelBank. A Manager may register himself or herself as an Employee within the same or another TravelBank Department Network, or within the TravelBank Company Network, to which the Manager belongs.

f) "**Other Users**" means other individual users and company users who are outside the Company User's TravelBank Company Network.

g) "**Software**" includes the use of the Application and associated documentation, that is made available via the Website, mobile application or accompanying Services.

h) "**TravelBank Company Network**" is a network which is created by a Company User on behalf of the entire Company when that Company User registers with TravelBank to create a TravelBank Company Network and clicks on the "I Accept" button. At such time as the Company elects to become a Company User and create a TravelBank Company Network, any then-existing TravelBank Department Network within that Company will automatically become a part of the TravelBank Company Network. The TravelBank Company Network will be overseen by one or more administrators (i.e. individuals) named by the Company User ("**Company Administrator**") who shall be responsible for the use and sharing of all information, data, text, images, photographs, messages, comments, and other content ("**Content**") posted to the TravelBank Company Network by the Company User or Individual Users. For purposes of this Agreement, all terms that apply to Company User shall also apply to Company Administrator. A Company Administrator may also use the Services as an Individual User.

2. **USE OF THE TRAVELBANK PROPERTIES**

a. Usage. The TravelBank Properties allow Individual Users of Company User's TravelBank Company Network to create and approve travel budgets, book travel, accommodations and related items ("**Travel Accommodations**"), select and purchase items from TravelBank's partners via the Marketplace, track and report travel and business expenses, reimburse expenses, and, allow Company User, at its option, to create a Savings and Rewards Program for cost management.

b. Registering for an Account. Company User will be required to become a Registered User (defined below) in order to use the Services to create a TravelBank Company Network, at which time any then-existing TravelBank Department Networks within that Company User shall automatically become part of the Company User's TravelBank Company Network. Each Individual User of the TravelBank Company Network will be required to have an account on the Application ("**Account**") or a valid account on the social networking service through which the Individual User has connected to the Services (each such account a "**Third Party Account**")("**Registered User**") to use the Services (with the exception of the TravelBank Budget Creator tool, which Individual Users are able to use without become a Registered User) and agree to be bound by this TOS Agreement.

c. Employees and Managers. Individual Users can register for the Services as either an Employee and/or a Manager, and access rights within the Application will be different depending on which designation(s) are selected by the Individual Users.

d. Company Users:
    i. Represents and warrants that: (a) the person who created the Company User Account is authorized to enter into the Agreement on behalf of Company

User and to grant TravelBank the rights granted in the Agreement; and (b) the Services do not conflict with any existing policies (including expense reimbursement policies);

ii. Agrees to provide or approve a list that includes the e-mails of the Individual Users who, once registered as Employees and/or Managers, will comprise the members of the TravelBank Company Network and will be able to communicate with each other via the Services as permitted by the Company Administrator; and

e. Company Administrator. Company User represents and warrants that the Company Administrator: (i) is authorized by the Company User to access the list of all Individual Users within the TravelBank Company Network to which the Company User belongs; and (ii) will immediately notify TravelBank of any changes to the TravelBank Company Network, including, but not limited to, any changes in the list of Individual Users provided to TravelBank by Company User.

f. TravelBank Company Network. On the Effective Date of the Company User's registration, the Company Administrator will: (a) assume and have full control over all Individual User Accounts associated with the Company User's TravelBank Company Network; (b) may delete the Content of any previously registered Individual Users and disassociate their Accounts from the TravelBank Company Network, and (c) will have access to all the information that Individual Users have posted or otherwise made accessible (or may post or make accessible in the future) through the TravelBank Properties, subject to the TravelBank Privacy Policy (available at: https://travelbank.com/privacy-policy/). Company User may require the Company's Employees and Managers to accept additional terms as a condition to their participation in the TravelBank Company Network. Company User agrees that TravelBank is not a party to any such agreements.

g. Registration Data. In registering for the Services, Company User agrees to (1) provide true, accurate, current and complete information as prompted by the Services' registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Company User represents that it is not barred from using the TravelBank Properties under the laws of the United States, its' place of residence or any other applicable jurisdiction. Company User is responsible for all activities that occur under its Account. Company User agrees to monitor its Account to restrict use by minors, and it will accept full responsibility for any unauthorized use of TravelBank Properties. Company Administrator may not share the Company Administrator Account password with anyone, and agrees to (1) notify TravelBank immediately of any unauthorized use of the Company Administrator Account password or any other breach of security, and (2) exit from the Company Administrator Account at the end of each session. If Company User provides any information that is untrue, inaccurate, not current or incomplete, or TravelBank has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TravelBank has the right to suspect or terminate Company User's Account and refuse any and all current or future use of TravelBank Properties (or any portion thereof). TravelBank reserves the right to remove or reclaim any usernames at any time and for any reason, including, but not limited to, claims by a third party that a username violates the third party's rights. Company User agrees not to create an Account or use TravelBank Properties if it has been previously removed by TravelBank, or if it has been previously banned from any of the TravelBank Properties.

h. Necessary Equipment and Software. Company User must provide all equipment and software necessary to connect to TravelBank Properties, including but not limited to, a mobile device that is suitable to connect with and use TravelBank Properties, in cases where the Services offer a mobile component. Company User is solely

responsible for any fees, including Internet connection or mobile fees, that it incurs when accessing TravelBank Properties.

3. ACCESS TO TRAVELBANK PROPERTIES

a. Application License. The TravelBank Properties are protected by copyright laws throughout the world. Subject to Company User's compliance with the Agreement, TravelBank hereby grants to Company Administrator, for the Term (as defined below), a worldwide, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to: (a) access, download, install, and use a copy of the Application on one or more mobile devices or computers that Company User owns or controls, and (b) run such copy of the Application solely for Company User's own business purposes and in accordance with the limitations set forth in this section. TravelBank, its suppliers and service providers reserve all rights not granted in the Agreement.

b. App Store Limitations. Company User acknowledges and agrees that the availability of the Application and certain Services is dependent on the third party from which it received the Application license, e.g., the Apple App Store or Google Play ("**App Store**"). Company User acknowledges that the Agreement is between it and TravelBank and not with the App Store. TravelBank, not the App Store, is solely responsible for TravelBank Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement. Company User agrees to pay all fees (if any) charged by the App Store in connection with TravelBank Properties, including the Application. Company User agrees to comply with, and its license to use the Application is conditioned upon its compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using TravelBank Properties, including the Application. Company User acknowledges that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce them.

c. Specific Provisions related to Apple App Store. With respect to any Application accessed through or downloaded from the Apple App Store or via iTunes (an "**App Store Sourced Application**"), Company User will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Company User further acknowledges:

i. Company User acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

ii. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, Company User may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to Company User and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between TravelBank and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TravelBank.

iii. The Parties acknowledge that, as between TravelBank and Apple, Apple is not responsible for addressing any claims Company User has or any claims of any third party relating to the App Store Sourced Application or Company User's possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory

requirement; and (iii) claims arising under consumer protection or similar legislation.

iv. The Parties acknowledge that, in the event of any third-party claim that the App Store Sourced Application or Company User's possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between TravelBank and Apple, TravelBank, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

v. The Parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to Company User's license of the App Store Sourced Application, and that, upon Company User's acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to Company User's license of the App Store Sourced Application against it as a third-party beneficiary thereof.

d. Software Updates. Company User understands that TravelBank Properties are evolving. As a result, TravelBank may require Company User to accept updates to TravelBank Properties that its Users have installed on their computers or mobile devices. Company User acknowledges and agrees that TravelBank may update TravelBank Properties with or without notifying Company User. Company User may need to update third-party software from time to time in order to use TravelBank Properties. Any future release, update or other addition to TravelBank Properties shall be subject to this TOS Agreement.

e. Certain Restrictions. The rights granted to Company User in the Agreement are subject to the following restrictions. Company User understands that TravelBank has full right to immediately terminate any Company User or Individual Users who engage in any unauthorized use of TravelBank Properties. Company User warrants it will not engage in any unauthorized use which includes, but is not limited to:

i. License, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit TravelBank Properties or any portion of TravelBank Properties, including the Website;
ii. Frame or utilize framing techniques to enclose any trademark, logo, or other TravelBank Properties (including images, text, page layout or form) of TravelBank;
iii. Use any metatags or other "hidden text" using TravelBank's name or trademarks;
iv. Modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of TravelBank Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law;
v. Use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website;
vi. Enable access to TravelBank Properties by any unauthorized third party applications;
vii. Copy, reproduce, distribute, republish, download, display, post, or transmit, in any form and by any means, any part of the TravelBank Properties, except as expressly stated herein;
viii. Remove or destroy any copyright notices or other proprietary markings contained on or in TravelBank Properties.

4. RESPONSIBILITY FOR CONTENT

a) Types of Content. Company User acknowledges that all Content is the sole responsibility of the party from whom such Content originated. This means that Company User, and not TravelBank, is responsible for all Content that the Company User, its Company Administrator, and Individual Users upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through TravelBank Properties ("**Company User Content**"), and that its Employees and Managers who use the TravelBank Company Network, and not TravelBank, are similarly responsible for all Content they Make Available through TravelBank Properties ("**Individual User Content**").

b) No Obligation to Pre-Screen Content. Company User acknowledges that TravelBank has no obligation to pre-screen Content (including, but not limited to, Company User Content), although TravelBank reserves the right in its sole discretion to pre-screen, refuse or remove any such Company User Content. By entering into the Agreement, Company User hereby provides its irrevocable consent to such monitoring. Company User acknowledges and agrees that it has no expectation of privacy concerning the transmission of Company User Content, including without limitation chat, text, or voice communications. In the event that TravelBank pre-screens, refuses or removes any Content, Company User acknowledges that TravelBank will do so for TravelBank's benefit, not for the benefit of Company User. Without limiting the foregoing, TravelBank shall have the right to remove any Company User Content that violates the Agreement or is otherwise objectionable.

c) Content Accuracy and Storage. Unless expressly agreed to by TravelBank in writing elsewhere, TravelBank has no responsibility or liability for the accuracy of any Company User Content; the deletion, removal, failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of TravelBank Properties. Company User agrees that TravelBank retains the right to create reasonable limits on TravelBank's use and storage of Company User Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by TravelBank in its sole discretion. TravelBank data storage and security policies can be viewed in the Privacy Policy (which may be found at https://travelbank.com/privacy-policy/).

5. OWNERSHIP

a) TravelBank Properties. Except with respect to Company User Content, Company User agrees that TravelBank and its suppliers own all rights, title and interest in TravelBank Properties. Company User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or TravelBank Properties. TravelBank's name and other related graphics, logos, service marks and trade names used on or in connection with TravelBank Properties or in connection with the Services are the trademarks of TravelBank and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in TravelBank Properties are the property of their respective owners.

b) Company User Content. TravelBank does not claim ownership of Company User Content. However, when Company User or any Individual Users of the TravelBank Company Network Make Available Company User Content through the TravelBank Properties, Company User represents that Company User owns and/or has a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display such Company User Content (in

whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in the Company User Content.

c) License to Company User Content. Subject to any applicable account settings that Company User selects, Company User grants TravelBank a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Company User Content (in whole or in part) for the purposes of operating and providing TravelBank Properties to Company User. Company User warrants that the holder of any worldwide intellectual property right, including moral rights, in Company User Content, has completely and effectively waived all such rights and validly and irrevocably granted to Company User the right to grant the license stated above.

d) Access to Company User Content. The Company Administrator will be able to control, limit, monitor, and permit the visibility and accessibility of certain Company User Content by Individual Users. For example, the Company Administrator may permit a Manager to view and access certain Individual User Content of Employees. Please remember that Other Users (that are not in Company User's TravelBank Company Network) may search for, see, use, modify and reproduce any Company User Content that Company Users or Individual Users of the TravelBank Company Network submit to any "public" area of TravelBank Properties. If Company User wishes to prevent Individual Users from submitting Individual User Content on "public" areas of TravelBank Properties, the Company Administrator should restrict such activities.

e) User Feedback. Company User agrees that submission of any ideas, suggestions, documents, and/or proposals to TravelBank through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at its own risk and that TravelBank has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. Company User represents and warrants that it has all rights necessary to submit the Feedback. Company User hereby grants to TravelBank a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of TravelBank Properties.

6. COMPANY USER CONDUCT

a) As a condition of use, Company User agrees not to use TravelBank Properties for any purpose that is prohibited by the Agreement or by applicable law. Company User shall not (and shall not permit any Individual User or third-party entity or individuals affiliated with Company) either (a) to take any action or (b) Make Available any Content on, in or through TravelBank Properties that: (i) violates the rights of any Individual User or Other User (whether it be a company or individual); (ii) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without TravelBank's prior written consent; (vi) impersonates any person or entity, including any TravelBank employee or representative; (vii) interferes with or attempts to interfere with the proper functioning of TravelBank Properties or uses TravelBank Properties in any way not expressly permitted by the Agreement; or (viii) attempts or engages in, any potentially harmful acts that are directed against TravelBank Properties, including but not limited to violating or attempting to violate any security features of TravelBank Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any

pages contained in TravelBank Properties, introducing viruses, worms, or similar harmful code into TravelBank Properties, or interfering or attempting to interfere with use of TravelBank Properties by any Other User, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" TravelBank Properties.

b) TravelBank may, but is not obligated to, monitor or review TravelBank Properties and Content, including Company User Content, at any time. Without limiting the foregoing, TravelBank shall have the right, in its sole discretion, to remove any Company User Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although TravelBank does not generally monitor Company User (or Other User) activity occurring in connection with TravelBank Properties or Content, if TravelBank becomes aware of any possible violations by Company User of any provision of the Agreement, TravelBank reserves the right to investigate such violations, and TravelBank may, at its sole discretion, immediately terminate the TravelBank Company Network, Company User's license to use TravelBank Properties, or change, alter or remove Company User Content, or Individual User Content, in whole or in part, without prior notice to Company User.

7. INTERACTIONS WITH OTHER USERS AND THIRD PARTIES

a) User Responsibility. Company User is solely responsible for its interactions with Other Users of the Services and any third parties with whom it interacts through the Services; provided, however, that TravelBank reserves the right, but has no obligation, to intercede in such disputes. Company User agrees that TravelBank will not be responsible for any liability incurred as the result of such interactions.

b) Content Provided by Other Users. Other Users may Make Available other Content on the TravelBank Properties ("**Other User Content**"). TravelBank is not responsible for and does not control Other User Content. TravelBank has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to Other User Content. Company User uses all Other User Content and interacts with Other Users at its own risk. If Company User would like to limit the ability for Individual Users to interact with Other Users or use Other User Content, it may do so through the Company Administrator Account.

8. THIRD-PARTY WEBSITES AND SOFTWARE COMPONENTS, NON-TRAVELBANK PRODUCTS

a) General Disclaimer. As a part of TravelBank Properties, Company User may have access to materials, products or services that are hosted by another party. Company User agrees that it is impossible for TravelBank to monitor such materials and that Company User accesses these materials at its own risk.

b) Third-Party Websites. Company User may be able to access third-party websites, products, or services through the Marketplace or in utilization of the Application. TravelBank is not responsible for third-party websites, services, Content or other material ("**Third Party Content**") available through those third-party services. Company User is solely responsible for its dealings with third parties (including advertisers). Company User warrants that its use of third-party websites or services shall be subject to that third party's terms and conditions and privacy policy; and TravelBank is not a party to, nor liable for, any resultant transactions as it relates to Third Party Content.

c) Non-TravelBank Products. TravelBank may make non-TravelBank products or services and Third Party Content ("**Non-TravelBank Products**") available via the Services. If Company User installs or uses any Non-TravelBank Products with the Services, it may not do so in any way that would subject TravelBank's intellectual property or technology to obligations beyond those expressly included in this Agreement. TravelBank assumes no responsibility or liability whatsoever for the Non-TravelBank Products. Company User is

solely responsible for any Non-TravelBank Products that it installs or uses with the Services.

d) Booking Terms for Travel Accommodations. If Company User creates or approves any Travel Accommodations, including, but not limited to, booking travel, Company User will be subject to supplemental terms that are included in the TravelBank Terms of Use available at https://travelbank.com/terms-of-use/.

e) Third-Party Software Components. The software provided by TravelBank to Company User as part of the Services may contain third party software components. Unless otherwise disclosed in that software, TravelBank, not the third party, licenses these components to Company User under TravelBank license terms and notices.

f) Third Party Payment Services Providers. TravelBank uses Plaid Inc. ("**Plaid**") as a third party service provider (e.g., credit card transaction processing, merchant settlement, and related services). If Company User is required to pay fees or charges in connection with the Services, it agrees to be bound by Plaid's Terms of Service and Privacy Policy available at https://plaid.com/legal. Company User hereby consents to provide, and authorizes TravelBank and Plaid to share, any information and payment instructions to the extent required to complete the payment transactions in accordance with the Agreement, including personal, financial, credit card payment, and transaction information.

9. COPYRIGHT INFRINGEMENT

a) It is TravelBank's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to TravelBank by the copyright owner or the copyright owner's legal agent.

b) Without limiting the foregoing, if Company User believes that its works has been copied and posted on TravelBank Properties in a way that constitutes copyright infringement, please provide TravelBank's Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that Company User claims has been infringed; (3) a description of the location on TravelBank Properties of the material that Company User claims is infringing; (4) Company User's address, telephone number and e-mail address; (5) a written statement by the Company User that it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by Company User made under penalty of perjury, that the above information in its notice is accurate and that it is the copyright owner or authorized to act on the copyright owner's behalf. TravelBank's Copyright Agent for notice of claims of copyright infringement is as follows:

Email: legal@travelbank.com

Physical Address:

Travelator Inc.
Attn: Legal Department
1100 Sullivan Ave
Suite #838
Daly City, CA 94015

10. CONFIDENTIALITY

a) Confidential Information. During the Term, each Party (the "**Disclosing Party**") may provide the other (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, software, or other confidential or proprietary information (collectively, the "**Confidential Information**"). The Disclosing Party will mark all

Confidential Information in tangible from as “confidential” or “proprietary” or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure.

b) Protection to Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party and Confidential Information of the Disclosing Party, except as expressly permitted under the Agreement. The Receiving Party will limit access to the Confidential Information to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to TravelBank). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination of the Agreement, the Receiving Party will return to the Disclosing Party or destroy (or, in the case of electronic files, permanently erase) all copies of the Confidential Information that the Receiving Party does not have the continuing right to use under the Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

c) Mutual Exceptions. The confidentiality obligations set forth above in this section will not apply to any information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under the Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

d) TravelBank’s Confidentiality Exceptions. Notwithstanding TravelBank’s confidentiality obligations, TravelBank is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in TravelBank Properties, including Company User Content, in TravelBank’s possession in connection with Company User’s use of TravelBank Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement, (3) respond to any claims that Company User Content violates the rights of third parties, (4) respond to Company User’s requests for customer service, (5) protect the rights, property or personal safety of TravelBank, Individual Users, Other Users or the public, or (6) in connection with all enforcement actions or to government officials, as TravelBank in its sole discretion believes to be necessary or appropriate.

13. MUTUAL INDEMNIFICATION

a) By TravelBank. TravelBank will defend, at its expense, any suit brought against Company User, its agents, officers, directors, employees, and representatives (collectively, the “**Company User Parties**”) and will pay any settlement TravelBank makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that any of the TravelBank Properties misappropriates any trade secret or infringes any copyright or patent issued as of the Effective Date. If any portion of the TravelBank Properties becomes, or in TravelBank’s opinion is likely to become, the subject of a claim of misappropriation or infringement, TravelBank may, at TravelBank’s option: (a) procure for Company User the right to continue using the TravelBank Properties; (b) modify or replace the TravelBank Properties (or any portion thereof) in a

way that does not materially impair the functionality of the TravelBank Properties; or (c) terminate the Services and/or Agreement. Notwithstanding the foregoing, TravelBank will have no obligation under this section or otherwise with respect to any misappropriation or infringement claim based upon: (a) any use of the TravelBank Properties not in accordance with this Agreement; (b) any use of the TravelBank Properties in combination with other Content, services, products, equipment, or software not supplied by TravelBank; (c) any modification of the TravelBank Properties by any person or entity other than TravelBank. This is the sole and exclusive remedy of the Company User Parties, and the sole and entire liability of TravelBank, or any of its officers, directors, employees, or representatives, for misappropriation and/or infringement claims and actions.

b) By Company User. Company User will defend at its expense any suit brought against TravelBank, its parents, subsidiaries, agents, officers, directors, employees, and representatives (collectively, the "**TravelBank Parties**") and will pay any settlement that Company User makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that: (a) Company User Content violates the terms of the Agreement, including infringement of any copyright, trademark, or patent and/or misappropriation of any trade secret; or (b) Company User's violation of any applicable laws, rules, or regulations. The sole and exclusive remedy of TravelBank Parties, and the sole and entire liability of Company User, or any of its officers, directors, employees, or representatives, for misappropriation and/or infringement claims and actions.

c) Mutual Obligations. The indemnifying party's obligations as set forth in this section are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; and (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. Company User agrees that this section will survive any termination of company User's Account, Services, the Agreement or Company User's access to TravelBank Properties.

14. WARRANTIES

a) TravelBank warrants that it will use commercially reasonable care and skill in all material aspects, and will not materially decrease the functionality. Further, it will use best efforts to enable the Services are free of reproducible material failures ("**Errors**") during the Term. If the Services provided to Company User was not performed as warranted, Customer must promptly provide TravelBank with a written notice that describes the deficiency in the Services. Unless otherwise noted, the sole and exclusive remedy will be for TravelBank to use all commercially reasonable efforts to correct any Errors or Services deficiencies.

b) COMPANY USER EXPRESSLY UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12(a) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) COMPANY USER'S USE OF ALL OF TRAVELBANK PROPERTIES IS AT THE COMPANY USER'S SOLE RISK, AND (B) THE TRAVELBANK PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TRAVELBANK MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) TRAVELBANK PROPERTIES WILL MEET COMPANY USER'S REQUIREMENTS; (2) ITS USE OF TRAVELBANK PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF TRAVELBANK PROPERTIES WILL BE ACCURATE OR RELIABLE. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE TRAVELBANK PROPERTIES OR ANY OTHER SERVICES OR PRODUCTS PROVIDED TO COMPANY USER BY THE TRAVELBANK PARTIES, THE TRAVELBANK PARTIES DO NOT WARRANT THAT OPERATION OF THE SOFTWARE AND SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

c) TravelBank makes no (and hereby disclaims all) other warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, title, noninfringement, or fitness for a particular purpose.

d) Any content downloaded from or otherwise accessed through TravelBank Properties is accessed at Company User's own risk, and Company User shall be solely responsible for any damage to Company User's property, including, but not limited to, the computer system and any device it uses to access TravelBank Properties, or any other loss that results from accessing such content.

e) From time to time, TravelBank may offer new "beta" features or tools with which its Company Users and/or Individual Users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at TravelBank's sole discretion.

15. LIMITATIONS ON LIABILITIES

a) In providing the Services, TravelBank acts solely as the agent for any third party content suppliers ("**Content Suppliers**") used by TravelBank. TravelBank does not guarantee or insure the services or Content provided by any Content Supplier, including but not limited to, airlines, hotels, rental car agencies, rail services and other common carriers. Further, TravelBank does not assume, and expressly disclaims any liability for, any damages, losses, costs, expenses, claims, settlements or judgements suffered by or asserted against Company User arising out of or resulting from the actions or omissions of Content Suppliers. Nor is TravelBank responsible for price fluctuations or changes in equipment, accommodations or schedules resulting from the actions or inactions of Content Suppliers which are beyond its control. TravelBank further disclaims any liability for errors in fares, schedules or other information provided by automated airline reservation systems, including but not limited to, the Apollo, Galileo and Sabre reservation systems.

b) No Liability for Conduct of Third Parties. COMPANY USER ACKNOWLEDGES AND AGREES THAT TRAVELBANK PARTIES ARE NOT LIABLE, AND COMPANY USER AGREE NOT TO SEEK TO HOLD TRAVELBANK PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING TRAVELBANK'S PARTNERS IN THE MARKETPLACE, OPERATORS OF EXTERNAL SITES AND COMPANIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH COMPANY USER. TRAVELBANK MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET COMPANY USER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. TRAVELBANK MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER OR THIRD PARTY CONTENT OBTAINED THROUGH TRAVELBANK.

c) No Liability for Conduct of Other Users. Company User is solely responsible for all of its communications and interactions with its Individual Users and with other users of the TravelBank networks. Company User understands that TravelBank does not make any attempt to verify the statements of users, including other users.

d) Disclaimer of Certain Damages. COMPANY USER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL TRAVELBANK PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH TRAVELBANK PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE

GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT TRAVELBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, ON ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

e) Cap on Liability. Except for the obligation to pay any fees or charges imposed on each party hereunder, under no circumstances will either party be liable to the other party for more than the greater of: (a) the amount paid to TravelBank from Company User's usage of TravelBank Properties during the twelve (12) month period preceding the date on which the party first asserts a claim; or (b) one-thousand ($1,000) dollars.

16. TERM AND TERMINATION

a) Effective Date. The Agreement commences on the date when Company User accept it (as described in the preamble above), or, if earlier, the date Company User first used TravelBank Properties (the "**Effective Date**") and remains in full force and effect while Company User uses TravelBank Properties, unless terminated earlier in accordance with the Agreement ("**Term**") or through other contractual agreements between TravelBank and the Company Administrator, whose specific provisions on dates and contract length shall supersede this one.

b) Termination of Services by Company User. If Company User has a separate commercial agreement with TravelBank, the terms in that agreement shall supersede all other written or oral understanding. If there is no separate commercial agreement, Company User may terminate upon 30 days' written notice to TravelBank at legal@travelbank.com and after all due monies owed to TravelBank are fully settled.

c) Termination of Services by TravelBank. TravelBank may (a) terminate the Services at any time for any reason, (b) terminate Company User's access to the TravelBank Properties at any time for any reason, and/or (c) stop providing portions of the Services at any time for any reason.

d) Effect of Termination. Upon termination of all Services, TravelBank will terminate Company User's use of the TravelBank Company Network, although Individual Users may still be able to access the TravelBank Properties and operate their Accounts in accordance with the Terms of Service Agreement for Individual Users available at https://travelbank.com/terms-of-use/. Upon termination of all Services as requested by a Company Administrator, Company User must immediately cease all access and use of the TravelBank Properties, and all rights granted in the Agreement shall automatically and immediately terminate. Termination of all Services may include deletion of Company Administrator's password and/or all related information, files and Content associated with or inside Company User's Account (or any part thereof), and Individual User Accounts (or any part thereof), including Company User Content. Upon termination of any Service, Company User's right to use such Service will automatically and immediately terminate. Company User's access to all Company User Content posted to the Service may be terminated but such Company User Content may remain in the Service for as long as the TravelBank Properties in which Company User posted such Content remains active. It may also persist in TravelBank's archives thereafter subject to TravelBank's Privacy Policy. TravelBank is under no obligation to notify Company User or return Company User Content to Company User. TravelBank will not have any liability whatsoever to Company User for any suspension or termination, including for deletion of Company User Content. All provisions of the Agreement which by their nature should survive, shall survive termination of the TravelBank Company Network and TravelBank Properties, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

e) Survival. After Termination, the sections on Confidentiality (Section 10), Mutual Indemnification (Section 11), Limitations on Liabilities (Section 13) and General Provisions (Section 15) shall survive.

17. GENERAL PROVISIONS

a) Electronic Communications. Company User consents to receive communications from TravelBank in an electronic form; and (2) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that TravelBank provides to Company User electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. Company User must provide TravelBank with its most current e-mail address for purposes of receiving notices pursuant to the Agreement. In the event that the e-mail address Company User provided is not valid, TravelBank's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

b) Release. Company User hereby releases TravelBank Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from Company User's use of TravelBank Properties, including but not limited to, any interactions with or conduct of Other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or its use of TravelBank Properties.

c) No Assignment. The Agreement, and Company User's rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by Company User without TravelBank's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. TravelBank shall have the right to assign the Agreement, without prior written consent of the Company User, to a successor entity in the event of a merger, corporate reorganization, change of control or similar such transaction, or a sale of all or substantially all of its assets. The terms of the Agreement shall be binding upon such assignees.

d) Force Majeure. TravelBank shall NOT be liable hereunder for any cessation, interruption or delay in the performance of any of its obligations due to causes beyond its reasonable control, including but not limited to: government or civil actions, pandemics, epidemics, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, war (whether or not officially declared) or the inability to obtain an essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (collectively, "**Force Majeure**").

e) Limited Use of Marketing Assets. Company User agrees that TravelBank may use its name, logo, or other trademark TravelBank's marketing materials or communications (including, but not limited to, the Website and Application) for the sole purpose of indicating that Company User uses TravelBank Services. Company User hereby grants to TravelBank the right to reference the Company as a customer of TravelBank on its Website and Application for the purpose of indicating that Company User uses TravelBank's Services.

f) Governing Law and Jurisdiction. Both Parties agree that the Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

g) Legal Notice. Any legal notification may be emailed to: legal@travelbank.com. Any legal court documents or state-sanctioned notices should be sent to:

Attn: Legal Department

Travelator Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95033

Physical notice shall be deemed given when received by TravelBank by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

h) Waivers. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

i) Export Control. Company User may not use, export, import, or transfer TravelBank Properties except as authorized by U.S. law, the laws of the jurisdiction in which it obtained TravelBank Properties, and any other applicable laws. In particular, but without limitation, TravelBank Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using TravelBank Properties, Company User represents and warrants that: (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties. Company User will not use TravelBank Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Company User acknowledges and agrees that products, services or technology provided by TravelBank are subject to the export control laws and regulations of the United States. Company User shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer TravelBank services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

j) Relationship of the Parties. Both Parties are independent contractors with respect to each other. Neither Party is, nor shall be, deemed to be an employee, agent, partner or legal representative of the other Party for any purpose and shall not have any right, power or authority to create any obligation or responsibility on behalf of the other Party.

k) International Users. Some of the TravelBank Properties may be accessible from countries around the world and may contain references to Services and Content that are not available in Company User's country. These references do not imply that TravelBank intends to announce such Services or Content in Company User's country. TravelBank Properties are controlled and offered by TravelBank from its facilities in the United States of America. TravelBank makes no representations that TravelBank Properties are appropriate or available for use in other locations. Those who access or use TravelBank Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

l) Dispute Resolution. To the extent that TravelBank, in its sole discretion, determines that TravelBank cannot adequately defend itself against claims or disputes in connection with or against Individual Users (e.g. through arbitration, mediation, and/or litigation) without bringing Company User into such claim or dispute as a third party, Company User expressly understands and agrees to join such claims or disputes as a third-party for the benefit of TravelBank.

m) Changes to the Agreement. This TOS Agreement is subject to change by TravelBank in its sole discretion at any time. When changes are made, TravelBank will make a new copy of the TOS Agreement available on the Website and within the Application at

https://travelbank.com/company-terms-of-service/. TravelBank will also update the "Last Updated" date at the top of this TOS Agreement. If TravelBank makes any material changes, TravelBank will also send an e-mail to Company Users and Individual Users. Any changes to the Agreement will be effective immediately for new Company Users of TravelBank's Website, Application, or Services and will be effective for existing Company Users upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to the Company Administrator. TravelBank may require Company User to provide consent to the updated Agreement in a specified manner before further use of Website, Application, and/or Services is permitted. If Company User does not agree to any change(s) after receiving a notice of such change(s), Company User shall stop using the Website, Application, and Services immediately. Otherwise, Company User's continued use of Website, Application, and/or Services constitutes its acceptance of such change(s).

n) Entire Agreement. The Agreement (including any Supplemental Terms, if applicable) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

RIDER A: SUPPLEMENTAL TERMS FOR SAVINGS AND REWARDS PROGRAM

Last Updated: June 28, 2023

The TravelBank Rewards Program allows Company User to establish a rewards program whereby reward points ("Reward Points") can be earned through use of the Services based upon the identified incentives ("Incentives"). Reward Points may be redeemed by a Rewards Program Participant (defined below) or returned to the Company User, subject to the terms and conditions contained herein and in separate terms provided to each Rewards Program Participant. These Supplemental Terms (the "Rewards Program Terms") govern the establishment of functioning of the Rewards Program and are incorporated into the TOS Agreement.

1. Eligibility.

a) Company Participation. Company User may participate in the TravelBank Rewards Program, and enable its Employees to participate, by entering into an order form, executed by both TravelBank and Company User. Company User may withdraw from the Rewards Program at any time through providing 30 days' written notice to TravelBank.

b) Rewards Program Participant. To be eligible to participate in Company User's TravelBank Rewards Program, an Employee must meet all of the following criteria: (a) be of the age of majority; (b) agree to and abide by the End User Terms of Use (including the Supplement Terms for Rewards Program); (c) reside in a jurisdiction that legally permits participation in the Rewards Program; (d) not be a resident of a country subject to an embargo or designated as state sponsors of terrorism or otherwise embargoed by the United States government. Each Employee meeting the foregoing criteria is a "Rewards Program Participant; and (e) be duly employed or otherwise duly associated with Company User in accordance with the requirements of Company User to maintain eligibility to accumulate and redeem Reward Points.

2. Enrollment. For each TravelBank Company Network participating in the TravelBank Rewards Program, a Manager must provide TravelBank with a valid and updated Authorization for Direct Payment via ACH (ACH DEBIT) for Company User; at TravelBank's discretion, a valid and updated credit card information may also be used (each a "Selected Payment Method"). Company User authorizes TravelBank to use the Selected Payment Method(s) to offset the costs of the Reward Points. Company User is responsible for maintaining complete and accurate information regarding the Selected Payment Method(s).

3. Earning Reward Points.

a) Rewards Program Process. Company User, in conjunction with TravelBank, determines the Incentives to be used in determining the accrual of Reward Points. A Rewards Program Participant must perform the specific requirements set forth in the Incentive that is identified through the Services. For example, a Rewards Program Participant's account may be awarded Reward Points if his or her final expenses associated with a particular approved trip are less than the budget created by the Employee for the trip through the Budget Creator and approved by her Manager through the TravelBank Company Network ("Budget"). A Rewards Program Participant may also earn Reward Points after fulfilling other specific actions, which will be communicated to the Rewards Program Participant by TravelBank. Each Incentive may have terms and conditions, restrictions or requirements that are specific to it and all such terms, restrictions and requirements must be met to earn the designated Reward Points.

b) Tracking Reward Points. Awarded Reward Points can be tracked through the Rewards Program Participant's account.

4.Redeeming Points.

a) Redemption Only Through the Rewards Center. Reward Points may be redeemed only for products

and services available through the TravelBank Reward Center made available through the Services (the "Rewards Center"). A Rewards Program Participant must follow the established redemption procedures. Reward Points are subtracted from an account upon redemption.

b) Reward Points are not Vested. A Rewards Program Participant may redeem the Reward Points allocated to them. Reward Points may NOT be sold, exchanged, bartered, transferred, or given away. The value of Reward Points may vary according to how a Rewards Program Participant choses to use them. Accumulated points belong to Company User and are not the property of the Rewards Program Participant. The accumulation of Reward Points in an account does not entitle a Rewards Program Participant to any vested rights with respect to the Rewards Program or the Reward Points. Company User has the right at any time to terminate its Rewards Program and request a refund for any unredeemed Reward Points.

c) Third Party Terms. When Reward Points are redeemed for products and services offered by third parties (e.g., flights offered by airlines, hotel accommodations), all products or services purchased through the redemption of Reward Points are governed by such third-party terms. TravelBank has no liability for the acts or omissions of any third party, including third parties whose products and services are made available through the TravelBank Store.

5. Termination of Reward Points on Inactive Accounts (12 MONTHS). Accrued Reward Points will be forfeited without notice on the last day of the twelfth (12) month after the last activity on an Account, or if an Account is cancelled. An Account is deemed inactive if there has been no Reward Point accrual or redemption within 12 months.

6. Termination and Suspension of a Rewards Program Participant. Company User and TravelBank reserve the right at any time to limit enrollment in the Rewards Program or discontinue participation in the Rewards Program for any Rewards Program Participant. Company User or TravelBank may void or cancel a Rewards Program Participant's entire Reward Point balance at their discretion, for any reason, including if any Reward Points in an account are issued, received, or redeemed through fraud or theft, or otherwise illegally, or not as authorized in these Rewards Program Terms. These rights are in addition to any other legal or equitable remedy which may be available to Company User or TravelBank under applicable law. At any time if Reward Program Participant is no longer deemed eligible for participation in the Rewards Program by the Company User including, but not limited to, a change in employment status, all Reward Points shall be deemed forfeited. All Reward Points are deemed forfeited when the Services are terminated.

7. Suspension, Modification and Termination of the Rewards Program.

a) Right to Suspend, Modify or Terminate. TravelBank reserves the right, at its sole discretion, to suspend, modify or terminate the Rewards Program, in whole or in part; to add, delete or change available Reward Points or Incentives; to modify, limit or suspend the use of or redemption of Reward Points or the availability of Incentives in any respect; to modify or change redemption procedures; to modify, limit or suspend the collection of Reward Points, including but not limited to imposing time limits and changes in Reward Point values. TravelBank may make these changes even though the changes may affect the value of Reward Points already accumulated at any time and from time to time.

b) Notice of Modification of the Rewards Program. If TravelBank makes changes that it believes will have a material impact on Company User's or a Rewards Program Participant's use of the Rewards Program, TravelBank will notify Company User and the Rewards Program Participant by sending an email to the current email addresses on file, and by noting on the Services that the Rewards Program Terms have been updated. The effective date of any change in these Rewards Program Terms will be the date specified in the notice. If you (or a Rewards Program Participant) disagree with the changes to these Rewards Program Terms, you may opt out of the Rewards Program by terminating these Rewards Program Terms by providing written notice to TravelBank. Company User's ongoing use of the Rewards Program after the changes take effect signifies your agreement to the new terms.

8.Specific Terms

a) Compliance with Laws. Company User and each Rewards Program Participant must comply at all times with all laws, rules, and regulations applicable to the Rewards Program and the granting and use of the Reward Points.

b) Tax Liability. The receipt or redemption of Reward Points may be subject to tax liability. Any tax liability, including reporting of tax liability to the Internal Revenue Service or other taxing authorities, with respect to the receipt or use of Reward Points is solely Company User's responsibility. TravelBank reserves the right to report the receipt or redemption of Reward Points to the Internal Revenue Service and other taxing authorities.

RIDER B: SUPPLEMENTAL TERMS FOR TRAVEL RESERVATIONS PROGRAM

Last Updated: June 16, 2020

These Supplemental Terms (the "**Travel Reservations Terms**" or "**Agreement**") governing the reservation, purchase, and use of all Travel Services (as defined below) offered for sale by TravelBank are incorporated into the TOS Agreement. All terms not defined in these Travel Reservations Terms have the meaning provided to them in the TOS Agreement.

All bookings of Trips are also subject to the Terms and Conditions of the Supplier of the Travel Service(s) incorporated in your reservation. By placing a reservation with TravelBank, you agree to abide by all the Terms and Conditions of the applicable Suppliers, and to be bound by the limitations therein. Expedia Partner Solutions terms and conditions apply and are available at: http://developer.ean.com/terms/en/. If the Supplier's Terms and Conditions are ever in conflict with the Travel Reservations Terms (or TOS) of TravelBank, TravelBank's TOS Agreement, including this Rider, will control all issues relating to the liabilities and responsibilities of TravelBank.

1. **Definitions.**

   a) **"TravelBank"** and/or **"we"** or **"us"** refer to Travelator, Inc. doing business as TravelBank.
   b) "**Application**" and/or "**App**" refers to the TravelBank mobile application ("TravelBank App") that is available through the Apple App Store or Google Play.
   c) "**Travel Service**" and/or "**Travel Services**" encompass: airfare, including add-ons to airfare purchases; ground transportation, including car rentals and rideshare services; accommodations, including hotel rooms, room sharing, resorts, or other lodgings; travel planning, including consultation and logistics; trip insurance and any other travel or travel related products offered or sold by TravelBank.
   d) "**Travel Reservations Program**" is an additional component of TravelBank's Services. TravelBank Users may secure Travel Services via the TravelBank App or agents.
   e) The term "**Trip**" is defined as any Travel Service, or package of Travel Services, offered or sold by TravelBank.
   f) **"Traveler"** is any User of the TravelBank App who subsequently books a reservation for Travel Services.
   g) Travel Service Supplier ("**Suppliers**") are any third-party providers of Travel Services.

2. **Modification of Our Travel Reservations Terms.** Our Travel Reservations Terms may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is therefore essential that you consult and accept our Travel Reservations Terms at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with TravelBank or reviewed our Travel Reservations Terms.

3. **Prices and Surcharges.**
   a) Only items and fees *explicitly* advertised as included in the price of a Travel Service will be included as part of Travel Service's advertised price. We use commercially reasonable endeavors to publish and maintain accurate prices and information for our services via the TravelBank App and through our agents. Suppliers provide us with the price, availability and other information related to these Services. In the event, however, that a Service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or service information received from a Travel Service Supplier, we retain the right to refuse or cancel any Reservation placed for such Travel Service, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your Reservation is canceled because of incorrect hotel, airline, or car provider information, we will promptly issue a credit to your credit card account in the amount of the charge.

b) We expressly reserve the right to correct any pricing errors on our App and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.
c) Our prices are contractual tariffs. No claim relating to the price of a Trip will be considered once the reservation is effective. All prices are quoted in US dollars (USD) unless otherwise denoted. Rates for Travel Services are based on tariffs and exchange rates in effect at the time of posting and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, Services and labor sometimes increase the cost of Travel Service arrangements significantly.

4. **Cancellation, Substitution, and Alteration Policies.**
   a) Cancellations or Modifications attributable to Traveler: Cancellation, substitution, and/or alteration terms vary by Supplier. It is your responsibility to familiarize yourself with the terms of your Supplier prior to purchase, so we urge you to read them carefully.

   b) Cancellations and/or Alterations not attributable to Traveler: Due to Force Majeure or supplier requests, changes and/or cancellations may need to be made to confirmed bookings. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so and to substitute alternative arrangements of comparable monetary value. TravelBank reserves the right to adjust the Travel Service or change the modes of ground and air travel, change the quality of accommodations or otherwise change the Travel Service without prior notice. We accept no liability for loss of enjoyment as a result of these changes. Any additional charges incurred arising from the postponement, delay or extension of a Trip or adjustment to the itinerary due to Force Majeure will be the Traveler's responsibility. TravelBank will attempt to provide Traveler advanced notice of any changes to a Trip or Services to the extent commercially possible.

5. **Issuing Travel Documents.** Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions. Should you change your email address, phone number, or address before your departure date, you are required to advise us of the change. If a Traveler provides incorrect information to TravelBank, we do not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

6. **Travelers with Special Needs or Disabilities.** If you have special needs (e.g., wheelchair accessible room, traveling with seeing eye dog, etc.) you must call all relevant Suppliers for your Trip ahead of time and verify that special needs can be met. Depending on their terms and conditions, your reservation may be refunded, canceled or modified if special handicapped needs cannot be met. TravelBank make no guarantee as to the ability of any Travel Supplier to meet the special needs of disabled clients.

7. **Insurance**. Should you have to cancel your Trip because of illness, injury or death to you or an immediate family member, depending on the type of coverage purchased, Trip cancellation insurance may protect some or all deposits and payments for both air and Trip costs. Trip cancellation and interruption penalties can be significant. Purchasing Trip cancellation insurance at a much later date may limit some of the coverage as to pre-existing or other conditions. It is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that TravelBank is not responsible for any uninsured losses.

8. **Passports, Visas, Reciprocity Fees, and Travel Health Requirements.** It is Traveler's sole responsibility to verify they have all the necessary visas, transit visas, passport, and vaccinations prior to travel and paid any required reciprocity fees for their destination.
   a) A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your

entire Trip. Most international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary.

b) Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip. Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or at https://travel.state.gov/ or directly from the destination country's website.

c) Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

d) You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

e) Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release TravelBank from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, you can contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to http://wwwnc.cdc.gov/travel/.

f) IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HOLD THE CORRECT, VALID DOCUMENTS FOR THE COUNTRIES YOU ARE VISITING AND HAVE OBTAINED THE NECESSARY VACCINATIONS, CLEARANCE TO TRAVEL, AND HOLD THE NECESSARY CONFIRMATIONS FOR MEDICATIONS REQUIRED AS WE CANNOT BE HELD LIABLE FOR ANY ILLNESS, DELAYS, COMPENSATION, CLAIMS AND COSTS RESULTING FROM YOUR FAILURE TO MEET THESE REQUIREMENTS. TRAVELBANK DISCLAIMS ALL RESPONSIBILITIES OR LIABILITIES IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

9. **Accommodations.**

a) **"Accommodations"** are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, short term apartment, room or couch shares, motels, and resorts. TravelBank provides the accommodations for its Trips through third-party Suppliers and retains no ownership or management interest in those Accommodations. TravelBank does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Supplier. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

b) Accommodations and living standards may vary from country to country and region to region. TravelBank makes no guarantees about Accommodation living standards. Any additional costs, i.e. upgrades etc., will be borne by the Traveler.

c) Prices of Accommodations are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation.

10. **Air Transport.**

a) General: TravelBank' responsibilities in respect to air travel are limited by the relevant airline's Contract of Carriage. All airlines' Contracts of Carriage are available for view publicly on their websites and at their office branches. TravelBank is not able to specify the type of aircraft to be used by any airline or guarantee seat assignments. In addition, TravelBank is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time, and

these changes may include a change in the airline you fly, your aircraft type or destination. Such alterations do not constitute a significant change to your Trip Itinerary. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. TravelBank will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial. Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment or other benefits from the airline. The rules for denied boarding are available at all ticket counters in your Contract of Carriage. The airline fulfilling your reservation may change from the airline displayed on our website.

b) Flight Times: The flight times given by TravelBank are for general guidance only and are subject to change. Up-to-date flight times will be shown on the tickets. Traveler must check the tickets very carefully immediately upon receipt of the latest timings.
c) Failure to Check-in on the outward journey (on a charter or scheduled flight) will automatically result in cancellation of the return flight by the airline. We would encourage you to contact us on the date of departure if you wish us to keep the return flight open; this decision remains at the discretion of the airline company.
d) Flight Connections: If any booked flight connecting with your outbound or inbound flight is cancelled or delayed, the airlines reserve the right to provide that transport by any other means (coach/bus, train, etc.). If you organize your own connecting transport with the arrangements booked with TravelBank, we would advise that you reserve flexible or refundable tickets in order to avoid the risk of any financial loss. You are also advised not to make any important appointments for the day following your return date. TravelBank cannot accept responsibility for the consequences of delays (such as a cancelled scheduled flight) in the context of connecting transport organized by you.
e) Non-Use of Flight Segments: You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a “point-beyond”, “hidden-city”, or “back-to-back tickets”. You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets. You agree to indemnify TravelBank against any airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.
f) Luggage: TravelBank assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.
g) Additional and oversized baggage fees: Most airlines have their own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.
h) Carriage of Hazardous Material: Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years’ imprisonment and penalties of $250,000 or more. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

i) Pregnancy: Different airlines have their own restrictions on when pregnant woman may fly on their plane, which can range from prohibiting flying anywhere from 7 to 30 days by the due date. It is your responsibility to check the restrictions of your particular airline. If you are denied boarding, TravelBank will not be responsible for any resulting cancellation fees and charges.

j) Stop-Overs: Direct flights may be "non-stop" or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. TravelBank will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

k) Issuance of e-tickets: As of June 1st, 2008, the International Air Transport Association (IATA) has imposed new rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket"). Due to technical constraints to do with airline's restrictions in relation to certain requirements (infants under the age of 2, inter-airline agreements, groups, etc.), it may be impossible to issue an electronic ticket. Therefore, though a flight may be shown as available, it might prove impossible for us to honor your reservation. This situation, which is outside our control, will not result in liability on our part. If we cannot issue you an e-ticket, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

11. **Marketing Materials and Illustrative Photos**. TravelBank endeavors to illustrate the Travel Services it offers using photographs or illustrations that provide a realistic representation of the Services. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are not contractual nor are they to be construed as guarantees of the conditions of the Travel Services pictured at the time of your Trip.

12. **Local Customs, Laws, and Travel Risks**.
    a) Travelers may be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that they must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold TravelBank harmless for any such problems experienced while participating in their Trip.
    b) Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. TravelBank does not guarantee your safety at any time, and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

13. **Notices.** The communications between you and TravelBank use electronic means, whether you visit TravelBank Properties or send TravelBank e-mails, or whether TravelBank posts notices on TravelBank Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from TravelBank in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other

communications that TravelBank provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Any notices required or permitted hereunder shall be given:

a) If to TravelBank, via email to: legal@TravelBank.com
b) If to Traveler, at the email or physical address provided by Traveler during the registration process. Notice provided to the Traveler's email address shall be deemed sufficient notice.

14. **Seller of Travel Registration Information**.

a) California Registration Info: TravelBank is registered with the California Department of Justice. CST#2126028. Registration as a seller of travel does not constitute approval by the State of California.

i. California law requires certain sellers of travel to have a trust account or bond to protect consumer's money. This business has a trust account.

ii. This business is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than $50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the Seller of Travel, not to exceed $15,000. * Please note that if you were outside of California at time of purchase, such transactions are not covered by the TCRC. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a $35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to :415-927-7698.

b) Florida Registration No. 40647

c) Iowa Registration No. 1335

d) Washington Registration No: 603-524-419

15. **Limitation of Liability**.

a) IN NO EVENT SHALL TRAVELBANK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF TRAVELBANK HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL TRAVELBANK'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO TRAVELBANK UNDER THIS AGREEMENT.
b) TRAVELBANK OFFERS VARIOUS TRAVEL SERVICES PROVIDED BY THIRD PARTY SUPPLIERS. TRAVELBANK RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD-PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVELBANK DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY SUPPLIERS), GOVERNMENTAL AUTHORITY, OR

ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS.

16. **Disclaimer of Warranties.** The inclusion or offering of any Travel Services by TravelBank does not constitute any endorsement or recommendation of such products or services. UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY TRAVELBANK ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. Certain kinds of information, such as Hotel ratings, should be treated as broad guidelines. TravelBank does not guarantee the accuracy of this information. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVELBANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH TRAVELBANK. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

17. **Indemnification and Release**.
    a) You hereby release TravelBank Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Travel Services, Traveler's participation in a Trip, including but not limited to, any interactions of any kind arising in connection with or as a result of the Agreement or your use of TravelBank Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.
    b) Traveler hereby also agrees to indemnify, defend and hold harmless TravelBank from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against TravelBank regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's reservation of Travel Services.

RIDER C: SUPPLEMENTAL TERMS FOR EXPENSE MANAGEMENT

Last Updated: May 1, 2025

The TravelBank Expense Management allows enrolled Companies and its employees to use the Application to track and submit business expenses for review and approval. Companies may also elect to use TravelBank's "Reimbursement" feature.

These Supplemental Terms (the "Expense Management Terms") governing the expense management and reimbursement software and services from TravelBank are incorporated into the TravelBank Terms of Service (the "TOS Agreement"). All terms not defined below have the meaning provided to them in the TOS Agreement.

1. **Description of Reimbursement Feature.** TravelBank's Reimbursement feature is operated in conjunction with TravelBank's affiliate, U.S. Bank National Association (U.S. Bank") to allow for the transfer of funds from Company User to its employees (such funds transfer services, the "U.S. Bank Services"). Reimbursement transactions must be submitted through the TravelBank Application cannot be requested directly to U.S. Bank. When you provide payment instructions through TravelBank's Application, you authorize TravelBank to send instructions to U.S. Bank to complete your payment transaction. Upon receipt of such an instruction in the Application, TravelBank will initiate and send payment instructions to U.S. Bank, which U.S. Bank will use to transfer funds to complete a requested payment ("payment transaction"). Company User authorizes TravelBank to share any information Company User provides TravelBank with U.S. Bank and other third parties as necessary to complete your requested Reimbursement transaction, in accordance with TravelBank's Privacy Policy.

   If you have linked an account through TravelBank's Application or otherwise authorized TravelBank to debit funds from an account ("funding account"), you also authorize U.S. Bank to debit such funding account to fund the payment instructions. You are solely responsible for complying with any terms established by the financial institution providing your funding account (e.g., insufficient funds or overdraft fees).

   Reimbursement requests initiated through the TravelBank Application that are completed using U.S. Bank Services are processed and disbursed by U.S. Bank (a national bank), and not TravelBank. TravelBank does not hold, receive, store, or send funds in connection with transactions that U.S. Bank completes, or otherwise complete money transfer or payment services, and is not a money transmitter. You appoint TravelBank as your agent for receiving banking information from U.S. Bank, submitting payment instructions to U.S. Bank, and authorizing U.S. Bank to debit your funding account. You agree not to assert any claim against U.S. Bank for any action it takes as a result of instructions, including payment instructions, provided by TravelBank on your behalf. You agree that U.S. Bank's records shall be a true and accurate record of transactions submitted on your behalf.

2. **Company User Obligations to U.S. Bank.** Company User agrees to provide any information or documentation requested by U.S. Bank for onboarding on continued due diligence purposes. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions (including U.S. Bank) to obtain, verify, and record information that identifies each person who opens an account. This means TravelBank will ask for certain information and identifying documents to allow U.S. Bank to identify Company User. Company User and its representative(s) authorize U.S. Bank prior to delivery of the Reimbursement services and from time to time thereafter, to investigate the individual and business history and background of Company User, each such representative and any other officers, partners, proprietors, and/or owners of Company User, and to obtain credit reports or other background investigation reports on each of them that U.S. Bank considers necessary to review the acceptance and continuation of the Reimbursement services. Company User also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to U.S. Bank.

3. **Disclaimer of U.S. Bank.** U.S. Bank is not responsible for TravelBank's Application, website, platform or any other services that TravelBank offers, or fulfillment of TravelBank's obligations under those services. Company User is responsible for any reversed or failed transactions, fees, claims, fines, penalties, and other liabilities in connection with use of TravelBank's Reimbursement services, including use of U.S. Bank Services. You agree to reimburse TravelBank for any liability in connection with a payment transaction that is reversed in accordance with TravelBank's and/or U.S. Bank's policies, applicable laws, your error or any other provision of inaccurate information, cancelation or rejection by you, the recipient, sender, or their financial institution.

   TravelBank, not U.S. Bank, is responsible for providing Company User instructions on how to handle any disputes over unauthorized transactions or errors involving payment instructions or transactions initiated through TravelBank's Application.
   Company User agrees that Company User is ultimately responsible for payment instructions submitted to U.S. Bank on your behalf. If U.S. Bank processes a payment instruction which creates an overdraft in your funding ccount (or subaccount), Company User agrees to reimburse U.S. Bank for the overdraft. Company User further agree that U.S. Bank shall be a third-party beneficiary of your agreement with Company for the purposes of enforcing this provision.

4. **Requirements for Enablement of Reimbursements.** For TravelBank to enable the Reimbursement feature, Company User understands and agrees to the following:
   a) TravelBank shall process all reimbursements via the Automated Clearing House ("ACH") network or other payment network selected by TravelBank; and
   b) Prior to enabling Reimbursements, an authorized Company Administrator shall establish access for TravelBank to the Company's "Financial Institution" via the Application; and
   c) Company User shall at all times ensure maintain access to a verifiable, reputable Financial Institution with the appropriate, secured processes to enable withdrawal and delivery of monies to TravelBank; and
   d) Company User shall be responsible for ensuring its employees who desire to receive their reimbursements via TravelBank have established a proper connection to a bank account that is capable of receiving monies via ACH deposit or other payment network selected by TravelBank; and
   e) From time to time, the ACH or other settlement process between financial institutions may be delayed or disrupted due to no fault of TravelBank's; and
   f) Company User represents that any expense reimbursement paid to Company User's Employee(s) using the TravelBank Properties is done so through an accountable plan, as described by Treas. Reg. § 1.62-2(c). If the reimbursements paid by Company User to the Individual User(s) of the TravelBank Company Network using TravelBank Properties withholdings are not done so through an accountable plan as described by Treas. Reg. § 1.62-2(c), Company User agrees to withhold and remit all necessary federal, state and local tax and file all associated information returns with the respective tax authority. Company User acknowledges and agrees that TravelBank, its affiliates, and employees do not provide tax advice to it, Individual Users, or any Other Users. Please contact a tax advisor for any such advice.
   g) Company User authorizes and grants TravelBank (and U.S. Bank) access to Company User's Financial Institution for the limited purpose of making withdrawals and transfers as appropriate or necessary in fulfill the Reimbursement services.

5. **Company User Obligations.** Use of Reimbursements obliges the Company User to warrant the following:
   a) Sufficiency of Funds. Company User it will ensure that it has immediately available funds in its Financial Institution to cover its Reimbursement obligations at all times during the term of this Agreement and until all due monies to its employees are fully reimbursed.
   b) Reserve Fund. TravelBank reserves the right to require and verify that sufficient, immediately available funds be in Company's Financial Institution prior to processing

any reimbursements. If balances in the Financial Institution are insufficient to cover the aggregate amount of reimbursement requests, TravelBank shall have no obligation to complete the reimbursements. Further, Company User agrees that any resulting fees due to the insufficiency of funds imposed by the Financial Institution shall be the sole responsibility of Company User.

c) Adherence to Regulations. Company User agrees that it will not use the U.S. Bank Services or generate transactions that violate applicable law, including the laws or regulations of the United States, or of any other country which has jurisdiction over Company User. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control ("OFAC"). Company User can obtain information regarding such OFAC enforced sanctions from the OFAC's home page site at www.ustreas.gov/ofac.

d) Adherence to Company Policies. It is the sole responsibility of Company User to ensure that any employee-submitted requests for reimbursements are reviewed and approved in accordance with Company's internal accounting guidelines and workflows. Company User expressly releases TravelBank from all responsibilities and liabilities to review Company-approved reimbursement requests from improper, inappropriate or illegal use of Company funds. TravelBank is also not liable for any duplicate, fraudulent or improper transactions. If TravelBank identifies questionable reimbursement requests, it shall remit all known information to the Company Administrator, who shall be responsible for conducting internal investigations and audit. TravelBank will make every effort to support Company's internal reviews and audits to the extent allowed by all privacy and security law.

6. **TravelBank's Obligations.**
   a) Upon receiving complete and accurate Instructions from Company, TravelBank will direct U.S. Bank to process, transmit, and settle all requested transactions in a timely and professional manner, in compliance with the terms of this Agreement.
   b) TravelBank will make all commercially reasonable efforts to ensure its data privacy and security laws are in accordance with industry standards.
   c) In the event there is an issue with any transaction processing, TravelBank will notify Company User and/or impacted employees in a timely fashion so the issues can be rectified.

7. **TravelBank's Reserved Rights.**
   a) Adherence to Law. TravelBank shall be permitted to direct U.S. Bank to retain any reimbursement payments for up to three (3) business days prior to transmitting such payments to the appropriate party or account. This will only be done in the event that TravelBank has reasonable suspicion to believe such payments may be fraudulent or otherwise raise legal or regulatory concerns, or compliance concerns. In the event a recognized federal or other authority requests TravelBank or U.S. Bank to withhold funds due to further investigation, TravelBank and U.S. Bank are obliged to comply; however, Company Administrator will be informed.
   b) Incomplete or Delayed Reimbursement. Company User acknowledges that if U.S. Bank does not successfully receive the necessary funds from Company's Financial Institution through no fault of TravelBank or U.S. Bank, neither shall not be required to complete the reimbursement to the employee until the full amount of the requested reimbursement funds are received by U.S. Bank. This shall not be deemed a material failure or breach on TravelBank's or U.S. Bank's part.
   c) Reimbursement Timeframes. Company User understands that "next-day" reimbursements refers to "next business day" and TravelBank is not responsible for any delays due to the processing from the financial institutions. In the case that a Company User's Financial Institution does not have adequate funds for next-day reimbursement, TravelBank reserves the right to pursue available options including, but not limited to: a) requesting a Reserve Fund to be in place; b) disabling "next-day reimbursement" for the Company User; c) imposing a limit on the amount of funds that are eligible for "next-day reimbursement."
   d) Fees. Company User understands TravelBank reserves the right to debit directly from the Financial Institution any due fees for TravelBank's services ("Program Fees").

Further, TravelBank may change its fees from time to time upon written notice to Company. However, if Company User has a direct commercial agreement with TravelBank, those terms shall control until the agreement is terminated or expired.

e) Payment of Program Fees. TravelBank may request that Company User pay the applicable Program Fee using either ACH or a credit card. In such a case, Company User agrees to provide TravelBank with: (a) a valid and updated Authorization for Direct Payment via ACH (ACH DEBIT) for the TravelBank Company Network, and/or (b) credit card. ("Selected Payment Method(s)"). Company User authorizes TravelBank to use its Selected Payment Method(s) to pay the applicable Program Fee. Company User is responsible for maintaining complete and accurate information regarding its Selected Payment Method(s).

8. **Fund Transfer Methods.** TravelBank intends to provide the Reimbursement services through ACH transfers. Notwithstanding the foregoing, TravelBank reserves the right to select another funds transfer method such as Real Time Payments or FedNow Payments.
For ACH payments, Company User agrees (i) it is the Originator (as defined by the Nacha Operating Rules) of any ACH payments initiated using the ACH payment network, (ii) the Nacha Operating Rules govern such payments, and (iii) it will comply with the Nacha Operating Rules. TravelBank has established cutoff times for receiving payment instructions, and you understand that TravelBank cannot guarantee any specific time in which ACH transactions initiated through Company User's TravelBank account will be completed. For questions regarding ACH transactions, please contact support@travelbank.com.
For Real Time Payments and FedNow Payments, Company User represents and warrants that each payment instruction it submits is made in accordance with the applicable payment system rules established by The Clearing House or the Federal Reserve Bank. Company User may not send RTP transactions (i) that exceed the limits provided in the applicable payment system rules, or (ii) to any account not located within the United States. Before sending TravelBank any Request for Payment (RfP) using the RTP Network, Company User agrees that it must enter into an agreement with the receiver of the RfP in which they authorize Company User to send the RfP, and that the RfP is for a legitimate business purpose and does not violate any applicable law. Company User further agrees to provide data regarding the RfP to TravelBank upon request.

9. Abandoned Property. If Company User has the option of loading funds into it TravelBank account, and Company User decides to use this option, the underlying funds in the TravelBank account are held in a pooled or custodial account with U.S. Bank. If Company User's TravelBank account is inactive for a certain period (under U.S. state laws, typically after three to five years), U.S. state or other applicable law may require that those funds be deemed abandoned. If funds are not claimed through notification procedures under state law, TravelBank policy or other applicable procedure, U.S. Bank may be required to remit them to the appropriate governmental authority (under U.S. law, typically the state where the owner of the funds resides). If we do not have sufficient owner address information, U.S. Bank will remit to the Delaware Department of Finance.