

BUSINESS TRAVEL GENERAL AGREEMENT

BETWEEN:

- (1) (“Client”); and
 - (2) **ISON Management Limited** whose registered office is at Helford House, Hook Heath Road, Woking, Surrey. GU22 0QE with registered company number 08567441 (“ISON”, “Company”).
- ...together the “Parties” and each a “Party”.

WHEREAS/BACKGROUND

- (A) ISON is a full-service travel management company acting as an agent to facilitate the provision of business travel services to purchasers of business-related travel.
- (B) The Client wishes to consolidate its business travel services and wishes to engage the services of ISON to do so.
- (C) The Client and ISON wish to enter into this Agreement pursuant to which ISON will facilitate the provision of consolidated business travel related services as specified herein.

1. Definitions

“Agreement”	shall mean this agreement and all Schedules (including, for the avoidance of doubt, the Commercial Terms Schedule) to this agreement;
“Anti-Corruption Laws”	shall mean all local and international laws and regulations concerning fraud, bribery and corruption, including but not limited to the UK Bribery Act of 2010;
“Client”	shall mean the Party identified as such at the outset of this Agreement and any subsidiaries and holding companies within the meaning of Section 1159 of the Companies Act 2006 whose employees use the Services;
“Client Personnel”	shall mean the Client’s employees, officers, agents, consultants, subcontractors, suppliers and any other persons who are invited and/or permitted by it to participate in and/or make use of the Services;
“Commencement Date”	shall mean the date agreed between Client and Company;
“Commercial Terms Schedule”	shall mean the schedule of fees; booking, and administration charges payable by the Client to ISON as well as other commercial term agreed between the parties, as at Schedule 1;

“Initial Term”	shall mean the term agreed between Client and Company;
“Intellectual Property Rights”	shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software and source code, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Services”	shall mean ISON’s travel management services in sourcing, booking and arranging the Travel Arrangements on behalf of the Client;
“Supplier/Principal”	shall mean the third-party supplier of the Travel Arrangements;
“Term”	shall mean the duration of this Agreement as set out in Clause 3;
“Travel Arrangements”	shall mean the transport, accommodation, excursions, meals, facilities and services (or any of them either individually or in any combination) provided by or on behalf of the Supplier/Principal.

2. Appointment

- 2.1 His Majesty’s Revenue and Customs in the UK (“**HMRC**”) and the tax authorities in most EU countries agree that the Tour Operator Margin Scheme (a VAT simplification measure designed for Tour Operators) (“**TOMS**”) applies to travel management companies (where certain specific services are supplied), as well as to tour operators. EU legislation (Article 306 of Council Directive 2006/112/EC (“**the Directive**”)), UK VAT legislation and HMRC guidance confirms that TOMS does not apply to travel services arranged under a disclosed agency arrangement.
- 2.2 The Parties have agreed to enter into this Agreement in order to grant ISON certain agency rights, and to set the payment and reimbursement terms between the Parties, with the aim of ensuring that the Travel Arrangements which ISON may procure from Supplier/Principals and which are supplied to or for the Client and which comprise the provision of “travel facilities” within the meaning of Article 306 of the Directive do not fall within the scope of TOMS, in line with the UK VAT legislation and HMRC guidance referred to at (Clause 2.1) above.
- 2.3 The Client hereby appoints ISON to act as its agent for the purposes of sourcing, booking, arranging or otherwise facilitating the provision of the Travel Arrangements to the Client from the Supplier/Principal, in accordance with the terms of this Agreement and ISON agrees to act as such.

2.4 The parties agree that this Agreement shall be considered a “general agreement” for the purposes of business travel exemption within the Package Travel and Linked Travel Arrangements Regulations 2018 (“**PTR 2018**”) and the Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012 (“**ATOL Regs**”). Accordingly, the Services provided by ISON to Client are exempt from the scope of the PTR 2018 and the ATOL Regs and the Client and/or Client Personnel are not afforded any of the rights provided by the PTR 2018 and ATOL Regs which otherwise may apply.

2.5 The parties agree that this Agreement covers travel arrangements booked for business travel purposes only. In the event the Client wishes to book travel arrangements for leisure purposes, the Client will use ISON’s leisure travel booking channels instead. The Client acknowledges that in the event it fails to do so, any leisure travel booked under this Agreement will not be afforded any regulatory or other protections which may otherwise apply.

3. Term

3.1 This Agreement shall commence on the Commencement Date and shall continue in full force for the Initial Term.

3.2 Upon the expiry of the Initial Term, this Agreement shall continue in effect until it is terminated in accordance with Clause 14 or by either Party on the giving of six months written notice to the other Party.

4. Contract for Travel Arrangements

4.1 When booking or otherwise arranging the Services, ISON in its role as agent will arrange for the Client to enter into a contract with the Supplier/Principal of the Travel Arrangements.

4.2 As an agent, ISON accepts no responsibility for the provision of the Travel Arrangements or for the acts or omissions of the Supplier/Principal. The Supplier/Principal’s terms and conditions will apply to all bookings for the Travel Arrangements and the Client should read these carefully. ISON will be able to provide copies of such terms and conditions, where applicable, upon request.

5. Changes or Cancellation to the Travel Arrangements by the Client

5.1 If the Client wishes to cancel or amend the Travel Arrangements, or any part of them, it must advise ISON accordingly, by e-mail if a) at all possible & b) as quickly as possible.

5.2 Cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal concerned and the Supplier/Principal may charge the cancellation or amendment charge showing in their terms and conditions (which may be 100% of the cost of the Travel Arrangements). It is the Client’s responsibility to pay any such cancellation charges as applied by the Supplier/Principal.

5.3 ISON reserves the right to charge the Client an administration charge for changes or cancellations as outlined in the Commercial Terms Schedule.

6. Changes or Cancellation to the Travel Arrangements by the Supplier/Principal

- 6.1 ISON will inform the Client of any changes or cancellations made to the Travel Arrangements by the Supplier/Principal as soon as reasonably possible after ISON becomes aware of such.
- 6.2 If, as part of any such amended or cancelled Travel Arrangements, the Supplier/Principal offers alternative arrangements or a refund, the Client must let ISON know whether it wishes to accept the alternative arrangements within the time frame ISON stipulate. If the Client fails to do so the Supplier/Principal is entitled to assume that the Client accepts the cancellation and wishes to receive a full refund.
- 6.3 Where no alternative arrangements are offered by the Supplier/Principal, or the Client acting reasonably, rejects the alternative arrangements, ISON shall assist the Client in sourcing alternative arrangements, at the Client's request.
- 6.4 ISON accepts no liability for any changes or cancellations made to any Travel Arrangements by the Supplier/Principal.

7. ISON's Obligations

- 7.1 In accordance with this Agreement, ISON shall:
 - 7.1.1 Provide the Services using good quality systems, techniques and standards and reasonable skill and care;
 - 7.1.2 Act as the Client's agent and in accordance with its instructions, to arrange, source and otherwise facilitate the provision of the Travel Arrangements;
 - 7.1.3 Make itself available upon reasonable notice for the purposes of consultation, advice and support relating to the Services and/or this Agreement.

8. ISON's Responsibility for the Services

- 8.1 The Client's contract for the actual provision of the Travel Arrangements is with the Supplier/Principal and its terms and conditions apply. As agent, ISON accepts no responsibility for the actual provision of the Travel Arrangements. ISON's responsibilities are limited to providing the Services in accordance with the Client's instructions. ISON accepts no responsibility for any information about the Travel Arrangements that it passes on to the Client in good faith. However, in the event that ISON are found liable to the Client for any reason whatsoever, ISON's total aggregate liability to the Client in respect of any claim or series of claims will not exceed 100% of ISON fees payable in the calendar year prior to the date of first loss. ISON's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.
- 8.2 ISON shall not be liable to the Client in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.
- 8.3 Nothing in this clause or in this Agreement shall operate to limit or exclude ISON's liability for:
 - 8.3.1 death or personal injury caused by its negligence or that of any of its employees while acting in the course of their employment; or

- 8.3.2 fraudulent misrepresentation or fraudulent concealment; or
- 8.3.3 any other liability which cannot be limited or excluded by law.

9. The Client's Obligations

- 9.1 The Client acknowledges that ISON's ability to provide the Services at the agreed standard is dependent upon the Client's full and timely cooperation (which it agrees to provide), as well as the accuracy and completeness of any information and data which the Client provides to ISON. Accordingly the Client shall:
 - 9.1.1 Provide ISON with access to and use of all information, data and documentation reasonably required by ISON for the performance of its obligations under this Agreement;
 - 9.1.2 Co-operate with ISON in all matters relating to the Services and Travel Arrangements;
 - 9.1.3 Pay all booking fees in accordance with the Commercial Terms Schedule;
 - 9.1.4 Pay all invoices in accordance with clause 10;
 - 9.1.5 Comply with all applicable laws and regulations, including Data Protection Legislation, the Bribery Act 2010 and the Modern Slavery Act 2015 so far as they apply to the Client;
 - 9.1.6 Indemnify ISON against all liabilities, costs, expenses, damages and losses (including legal and other professional costs and expenses) suffered or incurred by ISON arising out of or in connection with any breach of any nature whatsoever by the Client or Client Personnel of its obligations expressed or implied under this Agreement; and/or any act or default of the Client or Client Personnel.
- 9.2 The Client agrees that it is responsible for any loss caused by, for example, a car hire penalty, or damage to any physical property belonging to ISON or any Supplier/Principal caused by the acts or omissions of the Client or the Client Personnel. The Client agrees to reimburse ISON, or where appropriate the Supplier/Principal, for the monetary value of any such loss or damage, provided always that the Client has been provided with appropriate invoices evidencing the sums due to either ISON or the Supplier/Principal.

10. Financial & Payment Terms

- 10.1 All financial terms between the Parties that are not set out in this Agreement shall be set out in the Commercial Terms Schedule.
- 10.2 In consideration for providing the Services, ISON shall charge, and the Client shall pay the booking and administrative charges as set out in the Commercial Terms Schedule, on a per booking basis.
- 10.3 ISON's default payment terms are that settlement of all invoices must be made within 30 days of the date of invoice in question. Where ISON does not offer Credit Terms to the Client in accordance with clause 10.4, the Client must settle all invoices in accordance with this clause 10.3.
- 10.4 ISON may offer credit terms ("**Credit Terms**") to the Client, such decision to be entirely at ISON's discretion, and this will be specified in the Commercial Terms Schedule. In accordance with the Credit Terms, the Client shall be required to make payment by the 15th of the month following the month of invoice. ISON shall be entitled to withdraw Credit Terms from the Client at any time by providing the Client with 14 days prior notice of its intention to do so, in writing, in which case all outstanding invoices shall become immediately payable to ISON.

- 10.5 Where ISON offers the Client Credit Terms, ISON reserves the right to perform credit checks on the Client (including the directors and any management and any applicable Client Personnel) (or instruct a third party to complete credit checks on ISON's behalf) and the Client hereby expressly consents to ISON doing so.
- 10.6 If the Client fails to make a payment due to ISON under this agreement by the due date then, without limiting any other remedies available to ISON, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 10.7 The Client is responsible for paying, in full, all sums payable to the Supplier/Principal for the Travel Arrangements requested by the Client. If full payment of such sums is not received by the applicable balance due date, ISON will notify the Supplier/Principal who may cancel the Client's booking and charge the cancellation fees set out in the Supplier/Principal's terms and conditions.
- 10.8 Any and all monies paid to ISON, which are duly payable to the Supplier/Principal of the Travel Arrangements in accordance with this Agreement are held by ISON on the Client's behalf until they are paid to the Supplier/Principal.
- 10.9 Please note that payment by the Client to ISON does not constitute payment to the Supplier/Principal and if ISON collect monies from the Supplier/Principal on the Client's behalf, the Supplier/Principal's liability to pay that money to the Client is discharged.
- 10.10 ISON may occasionally receive commission payments from Supplier/Principals in consideration for booking Travel Arrangements with the Supplier/Principal. At no times will the availability (or lack) of such a commission payment influence ISON's decision to use a particular Supplier/Principal.
- 10.11 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.12 Following an initial 12 month period ISON reserves the right to adjust the fees set out in the Commercial Terms Schedule for services provided under this Agreement. Any fee increase will be communicated to the Client at least 60 days prior to its implementation. The fee adjustment may be based on, but not limited to, changes in operational costs, inflation, or market conditions. The Client acknowledges and agrees that continued use of the services after the effective date of the fee increase constitutes acceptance of the new fee structure. If the Client does not agree with the fee increase, they may terminate the Agreement by providing written notice within 90 days of receiving the fee increase notice, without incurring any additional penalties, provided all outstanding balances have been settled.

11. Refunds

- 11.1 Credit notes or refunds (if any) for Travel Arrangements not used may only be issued upon the return of the relevant documentation relating to the Travel Arrangements concerned by the Client and are subject to the terms and conditions of the Supplier/Principal. Failure to return the said documentation will imply an acceptance of the invoice for the Travel Arrangements and payment will become due in accordance with Clause 10.

11.2 In the event that any cancellation or refund requires the consent of or calculation by the relevant Supplier/Principal then the account issued will remain due and payable under Clause 10 and any sum refunded by the Supplier/Principal will only be credited to the Client's account on receipt of same by ISON from the Supplier/Principal.

11.3 If the Client is unsure as to the cancellation and/or refund provisions of any particular ticket or the charges levied by a Supplier/Principal then clarification should be sought from ISON at the time of booking.

12. Insurance

12.1 The Client is strongly recommended to take out insurance for all Client Personnel (or ensure that such Client Personnel obtain their own insurance) and some Supplier/Principals require that it does so. In addition to travel insurance (where applicable), it may also be possible for the Client to obtain cancellation insurance to provide cover in the event that the Supplier/Principal cancels the Travel Arrangements at short notice and ISON strongly recommends that the Client does so. It is the Client's responsibility to ensure that the insurance it purchases is adequate and appropriate for its particular needs. If the Client chooses to not purchase adequate insurance, neither ISON nor the Supplier/Principal will have any liability in any circumstances for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

13. Complaints

13.1 Since the contract for the provision of the Travel Arrangements is between the Client and the Supplier/Principal, any queries or concerns should be addressed directly to the Supplier/Principal. If the Client or Client Personnel has a problem during the provision of the Travel Arrangements, this must be reported to the Supplier/Principal immediately. If the Client fails to follow this procedure there will be less opportunity to investigate and rectify its complaint.

13.2 ISON in its role as agent can assist the Client in addressing any complaints that it may have to the Supplier/Principal either before, during or after performance of the Travel Arrangements. Should the Client wish to avail itself of such assistance it should contact ISON as soon as possible via the Travel Consultant / Team or Account Manager.

14. Termination

14.1 ISON may terminate this Agreement immediately on written notice if the Client fails to make any undisputed payments in full to ISON, when due under this Agreement and the Client has failed to remedy this non-payment within a period of 30 days.

14.2 The Client may terminate this Agreement immediately on written notice if in its reasonable opinion ISON's conduct (or that of any of its officers or employees) is likely to bring the Client into disrepute or is otherwise materially prejudicial to the Client's interests.

14.3 Either Party may terminate this Agreement immediately on written notice to the other Party if:

14.3.1 the other Party becomes bankrupt, or insolvent, or unable or unwilling to pay its valid debts as they fall due or suspends or ceases or threatens to suspend or to cease to carry on its business, or if the other Party has a receiver or liquidator appointed.

14.3.2 the other Party commits a material breach of any provision of this Agreement, which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.

14.4 Any termination of the Agreement in accordance with this Clause 14 or Clause 3 shall be without prejudice to the rights of either Party accrued prior to such termination.

14.5 Upon termination, the Client agrees to immediately pay ISON any outstanding undisputed sums relating to the Services or Travel Arrangements or otherwise incurred / owing under this Agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

14.6 The Parties agree that unless explicitly agreed otherwise, and notwithstanding Clause 14.5, any forward bookings will remain in place and will be carried out in full and in accordance with this Agreement.

15. Confidentiality

15.1 Each Party undertakes to the other that during the Term and thereafter it shall keep secret and shall not without the prior written consent of the other Party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient Party or disclosed to the recipient Party by such other Party pursuant to or otherwise in connection with this Agreement.

15.2 The obligations of confidentiality in this Clause 15 shall not extend to any information or matter which either Party can show:

15.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;

15.2.2 was independently disclosed to it by a third party entitled to disclose the same; or

15.2.3 is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

15.3 For the purposes of this Clause 15, Confidential Information shall mean all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the Parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.

16. Data Protection

16.1 The parties agree to comply with the data processing clauses at Schedule 2, which is hereby incorporated into this Agreement.

17. Intellectual Property Rights

17.1 As between the Parties, subject only to Clause 17.2 below, all intellectual property and other proprietary rights in all specifications, working methods, profile forms, files and contents, software, systems, applications, technology (including, but not limited to, all configuration, implementation,

enhancement, and development work undertaken for the Client), databases, know-how, work product and other documents and material of any sort in any medium used, produced, procured or provided by ISON, its employees, agents or sub-contractors from time to time for the purposes of this Agreement (collectively, “**ISON Property**”) shall belong to and vest in ISON or its licensor(s) (as the case may be).

- 17.2 As between the Parties, all Intellectual Property Rights in any branding, technology or software provided or procured by the Client for ISON's use in relation to the provision of the Services, and which it has been mutually agreed in writing that ISON shall so use (collectively, “**Client Property**”), shall belong to and vest in the Client or its licensor(s) (as the case may be).
- 17.3 The Client (in respect of Client Property) and ISON (in respect of ISON Property) hereby grant to the other a non-exclusive, non-transferable, revocable licence for the Term of this Agreement, without the right to grant sub-licences, to use the same to the extent necessary, and in the manner approved and agreed, in relation to the Services provided pursuant to this Agreement, solely for the purpose of enabling the Parties to fulfil their respective obligations and exercise their rights under this Agreement.
- 17.4 Unless the Parties mutually agree otherwise in writing, the Client's rights hereunder to use and receive ISON Property, and the licence granted above, will terminate automatically upon termination or expiration of this Agreement.

18. Force Majeure

- 18.1 Neither Party hereto shall be liable to perform its obligations under this Agreement in so far as such performance is hindered or prevented by strikes, lockouts, riots, pandemic or epidemic, war (declared or undeclared), acts of God, civil insurrection, fire or other similar cause, or failure of a third-party supplier, provided that any such specified cause or other similar cause is beyond the reasonable control of such Party.

19. Entire Agreement

- 19.1 This Agreement shall constitute the entire agreement between the Parties and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each Party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other Parties except to the extent that such statement or representation has been incorporated in this Agreement.

20. General

- 20.1 No purported variation of this Agreement shall be effective unless it is agreed between the Parties in writing, refers specifically to this Agreement, and is duly executed by each Party to this Agreement.
- 20.2 No waiver by any Party of any breach by the other of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach.
- 20.3 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity

or unenforceability shall remain in full force and effect. Both Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

- 20.4 This Agreement and any benefit or obligation under it is not assignable by either Party without the consent of the other nor can it be subcontracted by either Party without the consent of the other.
- 20.5 Nothing in this Agreement shall create a commercial agency, partnership or joint venture between the Parties.
- 20.6 A person who is not a Party to this Agreement (except for Associated Companies) has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

21. Law and Jurisdiction

- 21.1 This Agreement and any matters arising from it is subject to and governed by English law and the Parties agree that any dispute(s) they may have will be exclusively dealt with by the Courts of England and Wales.

Schedule 1 Commercial Terms Schedule

Client-specific commercial terms shall be set out and agreed between the **Client** and the **Company** in a separate General Agreement.

Schedule 2 Data Processing Schedule

DEFINITIONS:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

1. GENERAL

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and ISON is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by ISON, the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).
- 1.3 ISON shall, in relation to any Personal Data processed in connection with the performance by ISON of its obligations under the Agreement, process that Personal Data only for the purposes of complying with its obligations under the Agreement.
- 1.4 To the extent that the Client collects and passes Personal Data to ISON pursuant to the Agreement, it represents, warrants and undertakes that:
 - (a) it has obtained appropriate authority from all Data Subjects to whom it relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their Personal Data to ISON for the purposes for which Client intends to use it and/or as specified by Client in writing; and
 - (b) it is accurate and up to date.

2. SUB-PROCESSORS

- 2.1 Subject to clause 2.2, Client hereby authorises ISON to pass data on to its suppliers, sub-contractors and other third parties (Sub-Processors) as necessary for the performance of ISON's obligations under the Agreement and otherwise as needed for the provision of the Arrangements.
- 2.2 ISON shall, subject to clause 2.3:
- (a) inform the Client of any changes it has made to its Sub-Processors and permit the Client to object to those changes;
 - (b) ensure any Sub-Processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on ISON in this Schedule 2 that relate to the requirements laid down in Article 28(3) of the GDPR and where the Sub-Processor fails to comply with those obligations, ISON shall remain liable to Client for the Sub-Processor's failure.
- 2.3 The Client accepts that the Supplier/Principal and any other third party used by Client in relation to the provision of Travel Arrangements, is an independent data controller in relation to the Client's personal data and is not a Sub-Processor of ISON. As such, ISON is not liable for the acts, omissions or failures of Supplier/Principal or any other third party used by Client in relation to the provision of Travel Arrangements.

3. TECHNICAL & ORGANISATIONAL MEASURES

- 3.1 Taking into account the state of technical development and the nature of the processing, ISON shall, in relation to any Personal Data processed in connection with the performance by ISON of its obligations under the Agreement, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

4. ISON PERSONNEL

- 4.1 ISON shall ensure that access to Personal Data is limited to the ISON Personnel and authorised Sub-Processors who need access to it to supply the Arrangements and who are subject to an enforceable obligation of confidence with regards to the Personal Data.

5. TRANSFER OF DATA OUTSIDE THE EEA

- 5.1 Subject to clause 5.2 and 5.3, ISON shall not transfer, or otherwise directly or indirectly disclose, any Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of Client except where ISON is required to transfer the Personal Data by the laws of the member states of the EU or EU law (and shall inform the Client of that legal requirement before the transfer, unless those laws prevent it doing so).
- 5.2 ISON shall be permitted to transfer the Personal Data to countries outside of the EEA to the extent that any one or more of the following applies:
- (a) ISON has in place with the non-EEA Sub-Processor the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the European Commission or a supervisory authority from time to time;

- (b) the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;
- (c) to the extent that the transfer is to a Group Company located outside of the EEA, the ISON Group has in place Binding Corporate Rules for the transfer of Personal Data to a non-EEA Group Company;
- (d) there is an approved code of conduct in place by an association or other body representing the Client or ISON that applies to the non-EEA territory or territories to which the Personal Data is to be transferred;
- (e) there is an approved certification mechanism in place in respect of the non-EEA territory;

5.3 Where Personal Data is transferred outside the EEA due to a request by Client for ISON to book travel arrangements for Client in a location outside the EEA, where ISON is not able to put into place any of the safeguards stipulated at 5.2(a)-(e), or they are otherwise inappropriate in the circumstances, ISON shall rely on the derogation under Article 49 of the GDPR to legalise the transfer of data outside the EEA, on the basis the transfer relates to the performance of a contract for the benefit of the Data Subject.

6. ASSISTANCE & NOTIFICATION

- 6.1 ISON shall taking into account the nature of the processing, assist Client (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for: access, rectification or erasure of Personal Data, or any objection to processing.
- 6.2 ISON shall notify Client without undue delay and in writing if any Personal Data has been disclosed in breach of this Schedule 2.
- 6.3 ISON shall notify Client promptly if it becomes aware of a breach of security of Personal Data, such notices shall include full and complete details relating to such breach.
- 6.4 ISON will provide such assistance (at Client's cost) as Client may reasonably require in relation any approval of the Information Commission or other data protection supervisory authority to any processing of Personal Data.
- 6.5 ISON shall on the expiry or termination of this Agreement, at Client's cost and its option either return all of Client's Personal Data (and copies of it) or securely dispose of Client's Personal Data except to the extent that any applicable law requires ISON to store such Personal Data.
- 6.6 At Client's cost, ISON shall allow for an audit (no more than once per annum) by Client and any auditors appointed by it in order for ISON to demonstrate its compliance with this Schedule 2. For the purposes of such audit, upon reasonable notice, ISON shall make available to Client and any appointed auditors all information that Client deems necessary (acting reasonably) to demonstrate ISON's compliance with this Schedule 2.
- 6.7 In ISON's reasonable opinion, to the extent that it believes that any instruction received by it in accordance with clause 6.6 is likely to infringe the Data Protection Legislation or any other applicable law, ISON shall promptly inform Client and shall be entitled to withhold its permission for

such audit and/or provide the relevant Arrangements until Client amends its instruction so as not to be infringing.

7. INDEMNITY

7.1 Each party (the “indemnifying party”) shall indemnify the other party (the “indemnified party”) against:

- (a) any fines imposed on the indemnified party by the Information Commissioner or any regulator that may replace it from time to time or any equivalent as a result of the indemnifying party’s breach of its obligations under this Schedule 2; and
- (b) subject to clause 7.2, all amounts paid or payable by the indemnified party to a third party which would not have been paid or payable if the indemnifying party’s breach of this clause had not occurred.

7.2 The indemnifying party shall not be liable under clause 7.1(b):

- (a) if it proves that it was not in any way responsible for the event giving rise to the damage in accordance with Article 82(3) of the GDPR; or
- (b) to the extent that the indemnified party is responsible for the damage in accordance with Article 82(5) of the GDPR.

SCHEDULE 2 - APPENDIX Description of Processing

The processing of personal data is as follows: *The data subjects are employees or directors of the Client. The Client is the Data Controller. ISON will process data using various booking tools and systems to enable the data subjects to travel for business purposes – travel, accommodation, meetings etc....*

Data subjects

The personal data concern the following categories of data subjects):

- Individuals traveling for the purposes of business travel.

Purposes of the processing

The processing is necessary for the following purposes:

- To enable the data subject to travel for business purposes.

Categories of data

The personal data processed fall within the following categories of data:

- Name
- Date of Birth
- Passport Number
- Address
- Other data needed to enable national and international travel

Sensitive data

The personal data processed fall within the following categories of sensitive data:-

- Additional health & similar data required to enable business travel services to take place – e.g. medical conditions, dietary requirements etc...

Instructions with regards to the processing of personal data:

- ISON shall process the Personal Data only in accordance with the instructions of the Client.