

AGREEMENT

1. PRELIMINARY NOTES

- 1.1. It is recorded that the Parties wish to enter into this Agreement in terms of which Touch Down Travel Tech (Pty) Ltd herein after referred to as TDTT, will provide the agent access to their agent portal which will provide the agent with access to multi day tours, day tours, accommodation, transfers, rail services, cruises and other services added to the portal by TDTT from time to the time (herein after referred to as Travel Services). These Travel Services are provided by TDTT Group of Companies in full or in part and/or in full or in part by Third Party Suppliers.
- 1.2. The terms, conditions and other provisions of the agreement govern the use of the portal in terms of the making of any and all reservations, amendments, cancellations and other legally binding arrangements in terms of the Travel Services, by the Agent with TDTT. This Agreement shall apply to all Travel Services reserved, requested, arranged or otherwise booked by the Agent with TDTT whether telephonically, by e-mail, using the portal, or another method.
- 1.3. By entering into this Agreement the Agent undertakes to specifically draw to each Client's attention, the content directly affecting the interests of each Client.
- 1.4. The acceptance by the Agent of this Agreement confirms a contractual relationship between the Agent and TDTT Group. This Agreement supersedes and replaces any previous agreement between the Agent and TDTT Group relating to the subject matter hereof. Once signed by the Agent and TDTT, the Agent will be permitted to access the portal and other reservation services offered by TDTT as outlined in this Agreement.
- 1.5. This Agreement shall commence on the Commencement Date and it shall continue in perpetuity subject to any amendment as per clause 1.6 below. Notwithstanding the above provision, and without prejudice to any other rights or remedies of the TDTT Group set out in this Agreement, TDTT shall be entitled to terminate this Agreement at any time upon 20 (twenty) business days written notice of termination to the Agent.
- 1.6. TDTT Group shall have the right to amend, revise or update the terms and conditions of this Agreement from time to time on notice to the Agent which amendments may be effected by way of notifications given when the Agent uses its Login Credentials to access the portal or by e-mail. The Agent will be required to review the terms and conditions of the amended agreement and indicate its knowledge and acceptance of the relevant amendments before being allowed access to the portal again as per the dates outlined in the in the e-mail or on the portal. Once the changes have been accepted by the Agent, the amended provisions shall be deemed to have replaced the previous provisions of the Agreement, whereupon a complete copy of the amended Agreement will be e-mailed to the Agent in .pdf format, and clause 1.4 above will apply to such amended Agreement, *mutatis mutandis*. TDTT Group shall have the right to deny the Agent access to the Portal and other booking channels provided by TDTT Group to the Agent in the event that an amendment to this Agreement is declined or otherwise not accepted by the Agent, and upon such denial the Agent's rights in terms of this Agreement shall be automatically terminated.

2. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted in accordance with the following provisions:

- 2.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings, namely:
 - 2.1.1. **"Agent"** means any tour operator, travel agency, travel consultant or any other person or entity that acts as a Client's agent or representative in respect of any of the Services and/or who makes use of the Services, where such Services are provided in whole or part by TDTT Group or any Third Party Supplier, and further includes any person or entity who applied to use the Portal, and any person or entity that uses the Portal using the Login Credentials;
 - 2.1.2. **"Agent Particulars"** means the record of the Agent's particulars kept by TDTT

containing names, addresses, contact details and other particulars of the Agent, including such details as are provided by the Agent in terms of this Agreement;

2.1.3. **"Portal"** means the TDTT online internet portal, accessed through the TDTT webpage, and through which the online services of TDTT Group are made available to Agents, such as static rates, online rates and other Service information as well as the ability to request a quote or make a live booking;

2.1.4. **"Air Services"** means External Air Services;

2.1.5. **"Agreement"** means this Agreement, containing the terms and conditions relating to the booking of Travel Services and the supply and use of Travel Services provided by TDTT Group and Third Party Suppliers contracted by TDTT Group to the Agent;

2.1.6. **"Applicable Law"** shall mean -:

2.1.6.1. in respect of any dispute (other than a dispute described in 2.1.6.2 below) between the Agent and TDTT in connection with or arising from this Agreement relating to the Services, the laws of the Republic of South Africa shall be applied and the interpretations of South African courts shall be persuasive;

2.1.6.2. in respect of a dispute between the Agent and TDTT Group relating to or arising from a claim by a Client against a specific company in the TDTT Group regarding an event or incident relating to a Service where the Client alleges he/she has suffered damages, injury, harm or loss (for which that specific company is alleged to be liable) - the laws of the country in which that specific company was incorporated; and

2.1.6.3. in any other case, or where (in a dispute referred to in 2.1.6.2) a Client claims against various companies in the TDTT Group that were incorporated in different countries - the laws of the Republic of South Africa shall (where possible) be applied and the interpretations of South African courts shall be persuasive,

2.1.6.4. it being further recorded that the Clients' agreement in respect of applicable law and jurisdiction shall be contained in the Client Agreement referred to in clause 4.2.3 below, which the Agent agrees to furnish to Clients.

2.1.7. **"Applicable Jurisdiction"** shall mean -:

2.1.7.1. in respect of any dispute (other than a dispute described in 2.1.7.2 below) between the Agent and TDTT Group in connection with or arising from this Agreement relating to the Services the Republic of South Africa.

2.1.7.2. in respect of a dispute between the Agent and TDTT Group relating to or arising from a claim by a Client against a specific company in the TDTT Group regarding an event or incident relating to a Service where the Client alleges he/she has suffered damages, injury, harm or loss (for which that specific company is alleged to be liable) - the country in which that specific company was incorporated, and in respect of courts - the jurisdiction of courts that are the most equivalent to the High Court of South Africa; and

2.1.7.3. in any other case, or where (in a dispute referred to in 2.1.7.2) a Client claims against various companies in the TDTT Group that were incorporated in different countries - the Republic of South Africa, and in respect of courts - the jurisdiction of the High Court of the Republic of South Africa,

it being recorded that the Clients' agreement in respect of applicable law and jurisdiction shall be contained in the Client Agreement referred to in clause 4.2.3 below, which the Agent agrees to furnish to Clients.

2.1.8. **"Third Party Supplier Services"** means Travel Services provided by Third Party Suppliers. Third Party Supplier Services shall not be deemed to be services offered by the TDTT Group, and TDTT Group will not be liable or responsible for defects in, or

liabilities arising from, such Travel Services provided by Third Party Suppliers;

- 2.1.9. **“Provisional Booking Validity Period”** means the period of time that TDDT Group or Third Party Suppliers hold a provisional booking for any particular Service before the status is changed to either confirmed or cancelled, such period being 72 hours, or such other period confirm by TDDT in writing, at the time such provisional booking is made by TDDT. In exceptional circumstances, this period may be extended by TDDT in writing only and in its sole discretion, at the request of the Agent, such extension however being subject to the written confirmation thereof by TDDT in each instance;
- 2.1.10. **“Client(s)” or “Passenger(s)”** means the person(s) that will use the Travel Service(s), and shall include his/her spouse, common law wife/husband, children (whether minor or adult), dependents, guests and invitees, as well as the heirs, trustees, executors, administrators, agents, representatives and assigns of any of the aforementioned persons;
- 2.1.11. **“TDDT”** means Touch Down Travel Tech (Pty) Limited, a company duly incorporated in accordance with the Company Laws of South Africa with registration number 2020/545045/07, which company has the general authority to represent the TDDT Group in all matters relating to and arising from this Agreement;
- 2.1.12. **“Commencement Date”** means the date on which the Agent is first provided with Login Credentials in order to access and use the Portal;
- 2.1.13. **“E-Mail Management Company”** means the service provider appointed from time to time to manage the e-mail services of the TDDT, initially being the E-mail Management Company known as Resolve Technologies (Pty) Ltd;
- 2.1.14. **“Travel Services”** means including, but not limited to accommodation, lodgings, bed-nights, facilities, multi day tours, day tours, cruises, rail services and any other service listed in the Portal, made available for reservation by Agents, for specific periods (nightly, weekly or otherwise), by or through TDDT;
- 2.1.15. **“Login Credentials”** means, where use of the Portal is granted to the Agent, the user name and password credentials provided to the Agent.
- 2.1.16. **“Parties”** means TDDT and the Agent, and “Party” shall mean any of them as the context may indicate;
- 2.1.17. **“Air Services”** means air services provided by airlines, carriers, charter companies and other air operators that are not part of the TDDT Group, but whose services were arranged by the Agent on behalf of Clients through TDDT;
- 2.1.18. **“Consulting Services”** means the consulting services provided by TDDT in connection with the Travel Services provided by TDDT Group, including but not limited to providing information, providing online services, drawing up itineraries, making recommendations, obtaining, processing and retaining client records, obtaining and providing quotations, securing provisional and/or final bookings for Travel Services, arranging, booking, confirming and cancelling of Travel Services, taking or facilitating account payments and the taking of deposits from the Agent and /or Client, making emergency arrangements, attending to cancellations, arranging or procuring insurance cover, amending reservation details, and interacting with Suppliers on behalf of the Client(s), irrespective of whether such services are provided through the TDDT Group or through any other entity of Third party Supplier;
- 2.1.19. **“Third Party Supplier”** means any contractor, subcontractor, service provider or other person with whom TDDT make arrangements to provide Travel Services to Clients in connection with a Travel Service, but excludes companies forming part of the TDDT Group;
- 2.1.20. **“System Time”** means Greenwich Meridian Time (GMT) plus 2 hours;
- 2.1.21. **“Territory”** means the Republics of South Africa, Namibia, Botswana, Zimbabwe, Zambia, Tanzania, Kenya, Rwanda, Mozambique, Swaziland and Seychelles;

- 2.1.22. **“Travel Services”** shall mean services including, without limitation, multi-day tour packages, day tour packages, accommodation, meals, entertainment, travel, recreational activities, leisure activities, rail services, cruises and further includes incidental, associated or other goods and services provided by TDDT Group in full or in part or by Third Party Suppliers in full or in part, arranged by TDDT from time to time for an Agent;
- 2.1.23. **“TDDT Group”** (when used by itself) means Touch Down Travel Tech (Pty) Limited and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated, external or affiliated), including (without limitation) Touch Down DMC (Pty) Ltd, Touch Down Africa, Touch Down Europe and all of the companies, organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies or persons in the abovementioned network, and further including all directors, members, trustees, employees, agents and representatives of the companies, organisations, trusts, associations and entities that form part of the said network; it being further recorded that the provisions of this Agreement that express any benefit for, or confer rights or protections in favour of, TDDT Group, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in the TDDT Group, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time, and in any jurisdiction in the world;
- 2.1.24. **“TDDT Group Websites”** or **“the Websites”** means all websites/URLs owned and maintained by TDDT Group or through which TDDT Group makes information relating to Services available to Agents, Clients and/or members of the public.
- 2.1.25. **“The Portal”** means a real-time online booking service, made available through the TDDT Portal, designed to allow the Agent access to the Travel Services contracted by TDDT to be booked using Static Contract rates, Live Contract Rates, Static Last Minute rates, Live Last Minute Rates, and /or Live Best Available Rates depending on the contractual arrangement between TDDT and TDDT Group as well as TDDT and Third Party Suppliers, which affords the Agent the opportunity to make online bookings.
- 2.2. The headings of the clauses in this Agreement are inserted for the purpose of convenience only and are to be ignored in the interpretation of this Agreement.
- 2.3. If any provision in a definition is a substantive provision conferring rights, or imposing obligations on any party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.4. Words Importing:
- 2.4.1. any one gender include the other two genders;
- 2.4.2. the singular include the plural and vice versa; and
- 2.4.3. natural persons include created entities (incorporated or non-incorporated) and vice versa.
- 2.5. This Agreement shall not be interpreted against the party responsible for preparing and drafting it.
- 2.6. The use of the word “including”, “specifically” or “particularly” shall not be construed as limiting the meaning of the words preceding them to the one or more words or examples following them, and the meaning of the general words will not be restricted by the use of more specific words.
- 2.7. Where a conflict exists with regard to the provisions of this Agreement and any other agreement or document, the provisions of this Agreement shall prevail.
- 2.8. Where words, expressions or phrases used in this Agreement indicate or imply a document that is physically written (such as a paper document) then such words, phrases and expressions shall be deemed to include words and documents in electronic format.

- 2.9. The termination or expiry of this Agreement shall not affect those provisions which expressly provide that they will continue to operate after such termination or expiry, or those provisions which of necessity must continue to have effect after such termination or expiry, even where those clauses do not expressly provide for this.

3. AUTHORITY, REPRESENTATION AND AWARENESS

- 3.1. The Agent warrants that it is duly authorised to act as the agent of Clients for purposes of contracting with TDDT Group and Third Party Suppliers contracted by TDDT, and entering into all related arrangements and agreements on the Clients' behalf. The Agent has no authority to enter into any agreement or make any other binding arrangement that gives rise to any rights and/or obligations between any Client and any of the Services offered by TDDT that is not in strict accordance with this Agreement and any other terms and conditions applicable to the Services provided by TDDT Group and Third Party Suppliers. The Agent warrants that it will not make, or purport to make, or represent that it has the power to make, any agreement or other binding arrangement between any Client and TDDT, otherwise than in strict accordance with this Agreement and any other terms and conditions applicable to the Travel Services offered by TDDT from time to time.
- 3.2. The Agent warrants and shall ensure that Clients are aware of and understand the contents of any of the other provisions of this Agreement that affect the interests of the Clients. The Agent shall furthermore ensure that its staff, employees and other representatives are also made aware of the necessity of communicating the contents to Clients.

4. LIABILITY, RESPONSIBILITY & INDEMNITY

- 4.1 TDDT hereby indemnifies the Agent in respect of actual damages suffered by the Agent where the direct and substantial cause thereof was the gross negligence or wilful misconduct of TDDT Group. Except for this indemnity, TDDT Group will not be liable to the Agent in respect of any damages, losses or liabilities incurred by the agent arising from or in connection with any Travel Services. Notwithstanding anything else contained in this Agreement, TDDT Group shall not be liable for punitive damages, indirect damages, consequential damages, loss or profit, third party claims or any claims imposed on the Agent by laws or statutes of countries outside the **Territory**. The TDDT Group shall not be liable for any damages, losses or other amounts that the Agent has agreed, settled or compromised without the prior written consent of TDDT, or which the Agent is otherwise contractually bound to pay to any other person or entity.
- 4.1. Save as set out in 4.1 above:
- 4.1.1. TDDT Group will not be liable or responsible to the Agent or the Clients for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property (irrespective of the cause of such injury, death, loss or damage).
- 4.1.2. The Agent and the Clients indemnify, hold harmless and expressly exempt and release TDDT Group from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the Clients' use of the Travel Services. The Agent shall not however be required to indemnify TDDT Group in respect of a claim by a Client where the Agent has complied with the Agreement and was not negligent in any respect related to the relevant claim.
- 4.1.3. The Agent shall ensure that the standard Client indemnity agreement ("Client Agreement") as prescribed by TDDT Group from time to time is effectively delivered to and drawn to the attention of all Clients, inter alia by including such agreement in travel packs. The Client Agreement form applicable as at the date on which this Agreement (in its present form) became effective is attached to this **Agreement marked "Exhibit A"**.
- 4.1.4. TDDT Group shall be excused from performance of all or the relevant part of their obligations in the event (and to the extent) that they are prevented from performing any obligations either in time, or at all, as a result of acts of God or public enemy, terrorism, civil war, insurrection or riot, civil unrest, labour disputes, strikes, fire, flood, explosion, earthquake, accident, epidemic, quarantine restriction, or as a result of the application of any law(s), or the acts or omissions of any state, government or regulatory authority, or as a result of any other cause beyond the reasonable control of the TDDT Group.

- 4.1.5. TDDT Group shall not be held liable for any errors or omissions in any of their promotional material and travel information, publications and documentation (including any such material, information, publications and documentation made available in digital or electronic media or format, or made available on the Websites or through the Portal).
- 4.2. Except to the extent of their own gross negligence, TDDT Group shall under no circumstances be responsible or liable for defects in Third Party Supplier Travel Services, or the acts or omissions of Third Party Suppliers and other third parties.
- 4.3. TDDT Group receives various types of information (“the Information”) from Agents, Clients and other users (collectively “the Users”) who access the Portal and Websites or make reservations through other manual systems, including personal information as detailed in various statutes in the Territory relating to personal information, data and electronic communications and transactions (hereinafter referred to “Personal Information”). It is agreed that:
- 4.3.1. The Agent undertakes to obtain written consent from Clients to collect, store and use the Personal Information for and on behalf of TDDT Group for the purpose of carrying out its own obligations and the obligations of TDDT Group in terms of this Agreement and for purposes of any Product.
- 4.3.2. The Agent warrants that it has reasonable security measures in place to prevent the loss, damage or unauthorised destruction of, and unlawful access to, the Personal Information.
- 4.3.3. TDDT Group may electronically collect, store and use Personal Information, including Users’ names, contact details, surfing patterns, email addresses, IP addresses etc. for the purpose of carrying out any current and future Travel Services and will retain such Personal Information for as long as is necessary in order to achieve this purpose, and comply with any other statutory obligations.
- 4.3.4. TDDT Group will endeavour to treat Personal Information received by it with reasonable care. Whenever the User is of the opinion that TDDT has failed to do so, the User shall inform TDDT thereof by sending an email to leonard@tdtraveltech.com. TDDT will review the User’s representations made by email and, if within TDDT’s discretion deemed advisable (and where possible taking commercially reasonable and affordable measures), take corrective action and in any event within 20 (twenty) days respond to the User informing him/her about corrective actions taken, if any.
- 4.3.5. Despite such undertaking, the Users acknowledge that it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
- 4.3.6. Except to the extent of its own gross negligence, recklessness or wilful misconduct, TDDT Group will not be responsible for any damages suffered by Agents, Clients or any third party as a result of the transmission of confidential or other information disclosed to TDDT Group and/or their Third Party Suppliers through the Internet, or that Agents expressly or implicitly authorise members of the TDDT Group and/or their Suppliers to make, or for any errors or any changes made to any transmitted information.
- 4.3.7. Notwithstanding the aforesaid, in the event that the contents of this clause 4.3 conflict with the provisions of any legislation governing the protection of Personal Information, to which a particular TDDT Party is subject, then this clause 4.3 will not apply to that particular TDDT Party to the extent necessary to resolve the inconsistency, and (for that specific instance only) the provisions of clause 4.3 must be read as if amended to resolve the inconsistency.

5. USING THE PORTAL AS BOOKING CHANNEL

- 5.1. Although the TDDT Group may make the Portal available to the Agent as a preferred booking channel, the TDDT Group’s traditional reservation channels is in operation, so that the Agent has

a choice whether to work through the Portal or through the traditional reservation division for bookings, or a combination of both, provided that the provisions of this Agreement shall apply to all such booking channels.

- 5.2. Once an Agent has accepted this Agreement, the terms, conditions and provisions contained in this Agreement will govern all relationships between the Agent and members of the TDTT Group, including transactions and arrangements made through the alternative channels referred to in 5.1 above.

6. ACCESSING THE PORTAL

- 6.1. The Portal is a web based application and can be accessed through any approved web-based browser. The TDTT Group shall under no circumstances be responsible for the safe and reliable operation of web browsers.
- 6.2. The Agent shall keep the Login Credentials strictly secret and secure, and shall ensure that only properly authorized users who are aware of these terms and conditions and who are bound by appropriate confidentiality restrictions have access to the Login Credentials. TDTT shall be responsible for ensuring the security of information stored by it, and will be responsible for a specific breach of confidentiality where the reckless or grossly negligent conduct of TDTT is the sole cause of the relevant security breach.
- 6.3. Any use of the Login Credentials shall be deemed to have been a use by the Agent, and the Agent shall be strictly liable for and bound by arrangements, bookings and other transactions made using the Login Credentials.
- 6.4. The Agent shall be bound by the use and access policies applicable to the Portal, as amended from time to time.

7. PROVISIONAL BOOKINGS

Provisional bookings do not create or imply any obligation to make the relevant product or service available to the Agent, but do have an effect on the availability of the Travel Service and may harm the TDTT Group or Third Party Suppliers commercially if not dealt with strictly in accordance with the TDTT Group or Third Party Supplier policy and in a commercially responsible manner. Provisional bookings are inter alia subject to the following terms and conditions:

- 7.1. All provisional bookings quoted will be held available for the Booking Validity Period unless another period is expressly referred to on the relevant quote. Thereafter, the provisional bookings shall automatically lapse unless otherwise agreed in writing by TDTT.
- 7.2. Once provisional bookings are confirmed, payment terms will automatically apply as set out in this Agreement.
- 7.3. Save as specifically set out in this clause 8, provisional bookings are subject to the other provisions of this Agreement

8. BOOKING PROCEDURES MADE IN THE PORTAL

- 8.1. All bookings that include Air Services are subject to the terms and conditions applicable to specific Air Services, which must be obtained from the relevant carriers, operators or charter companies. TDTT Group shall not be liable for delays, costs, charges, cancellations, losses or damages related to Air Services.
- 8.2. A booking through the Portal shall only be regarded as confirmed once confirmed in writing by TDTT Group or indicated as such in the Portal.
- 8.3. All bookings made are subject to the terms and conditions specified by Suppliers and outlined in the Product Tariff section of the Portal. On written request the TDTT will provide the Agent with a copy of the relevant Supplier's terms and conditions.
- 8.4. TDTT Group reserves the right to change its booking procedures from time to time, and the new booking procedures will become binding on the Agent once the Agent is notified thereof.

9. CONFIRMING QUOTED RESERVATIONS

- 9.1. TDDT Group does not accept and will not be bound by any legal or contractual obligations in relation to provisional booking requests.
- 9.2. All On Request bookings are subject to written confirmation by TDDT Group and/or will be indicated as such in the Portal.
- 9.3. Live bookings through the Portal will be confirmed at the time of booking and will be indicated as such in the Portal
- 9.4. On transmission by TDDT Group of the relevant booking confirmation, either via written confirmation or by indicating confirmation in the Portal:
 - 9.4.1. The booking will be finally binding on the Agent and the relevant Client(s), subject to the terms and conditions set out in this Agreement, any particular terms and conditions referred to in the booking confirmation;
 - 9.4.2. TDDT will generate an invoice and forward the same to the Agent, which shall be payable as set out in clause 14 below.

10. CHANGES AND CANCELLATIONS

- 10.1. Although every effort is made to adhere to booked schedules and itineraries, TDDT Group reserves the right to unilaterally make changes to a proposed itinerary, and may even in certain circumstances be obliged to cancel a Travel Service, as a result of a material change in circumstances, without prior notification. Such material changes may include (but are not limited to) health, safety, security, commercial, operational and financial considerations.
- 10.2. TDDT Group is not liable for any changes or resultant delays arising from the circumstances contemplated in 10.1 above, and any additional expenses incurred as a result thereof will be for the account of the Client.
- 10.3. The Agent shall ensure that Clients are aware of the availability and requirement for travel insurance.
- 10.4. TDDT Group may in their discretion and without liability or cost to themselves or any members of the TDDT Group, at any time cancel or terminate any Client's booking in the event of the Client:
 - 10.4.1. having or reasonably be suspected of having a communicable or contagious illness or disease; and/or
 - 10.4.2. conducting himself/herself in an illegal or improper manner; and/or
 - 10.4.3. conducting himself/herself in a manner that renders him/her incompatible with either the staff, or the fellow Client/s and/or
 - 10.4.4. conducting himself/herself in such a manner that he/she endangers himself/herself and or any other person.
- 10.5. In the event that TDDT Group terminates any booking in terms of clause 11.4 above, the Client whose booking is so terminated will not be entitled to any refund.

11. DEPOSIT AND PAYMENT

- 11.1. The Agent acknowledges that TDDT perform booking services within the TDDT Group and Third Party Suppliers. TDDT incurs obligations towards such suppliers of Travel Services once bookings are made, which must be satisfied out of deposits and other payments received from the Agent and/or Clients.
- 11.2. For On Request Bookings, Deposit, payment and cancellation terms applicable to requested Travel Services shall be specified on all quotes and invoices issued by TDDT. The Agent shall be liable for payment of the total of all amounts reflected on each invoice, directly to the TDDT.

11.3. For Live Bookings the following deposit and payment terms shall apply:

- 11.3.1. Arrival date within 60 days of booking, 100% of booking value as detailed in the Portal payable within 48 Hours of booking. In the event of non-payment, the booking will be cancelled and the agent will be liable for all cancellation charges.
- 11.3.2. Arrival date 61 days or more from booking date, 20% deposit payable within 48 hours of booking with the balance due as outlined in the invoice issued by TDDT. In the event of non-payment, the booking will be cancelled and the agent will be liable for all cancellation charges.

11.4. Notwithstanding anything to the contrary herein, the Agent shall be obliged to pay TDDT the whole of any outstanding balance of its debt, together with accrued interest thereon and any costs immediately, and TDDT shall be entitled to proceed with the immediate recovery thereof without prior notice to the Agent and without prejudice to TDDT other rights in law and/or without prejudice to any claims which any TDDT Group may have against the Agent arising from any breach of these terms and conditions or any booking, should:

11.4.1. the Agent fail to pay any amount due by the Agent to the TDDT in terms of this Agreement on the due date for payment thereof; or

11.4.2. the Agent be in breach of any material term or condition herein.

11.5. Should a guest fail to arrive when due, the TDDT will be entitled to treat the reservation as cancelled and will be entitled to use any payment received to pay Suppliers, to settle any other costs incurred in connection with the cancelled reservation, and to retain the balance as a reasonable service fee.

11.6. A certificate under the hand of any director of TDDT (whose appointment need not be proven) shall constitute *prima facie* proof of any amount owed by the Agent to TDDT from time to time.

12. BANKING DETAILS

The banking details of TDDT will be provided on signature hereof, and may also be provided on invoices and statements once transactions have commenced. In the event that there is any conflict between the banking details provided on an invoice received by the Agent, the Agent shall have the responsibility to eliminate the possibility of fraud by obtaining written confirmation of the correct banking details directly from TDDT. The Agent is urged to pay careful attention to the banking information and requirements as payment of the Tour and or Product price remains their responsibility until payment is received into the appropriate bank account of TDDT.

13. CLIENT INFORMATION

13.1. The Agent shall furnish TDDT Group with complete and accurate information pertaining to the Client including but not limited to, special occasions, dietary requirements, medical conditions, allergies, and other specific requirements of the Client. This is both for operational purposes and to ensure that TDDT can best serve the Client's needs.

13.2. The Agent warrants and shall ensure that Clients give the necessary statutory and other consents that may be applicable in regard to the storage and use by TDDT Group of the Clients' personal particulars and other data from time to time.

14. HEALTH

14.1. The Agent shall ensure that the Client is made aware of all health related requirements of the Travel Services being booked, and any specific requirements that may impact on the Client's ability to travel based on the Travel Services booked.

14.2. The Agent shall ensure that the Client acknowledges an awareness of the proposed itinerary and confirms that he/she is medically fit, in good physical and mental health and that there is nothing which renders him/her unfit to undertake the use of the Travel Service.

14.3. Without derogating from the generality of the foregoing, the Agent shall ensure that the Client understands that it is his/her duty to ensure that all vaccinations and inoculations are valid, or have been obtained timeously and that the Client carries proof thereof with him/her at all times

as appropriate.

15. AIR SERVICES

- 15.1. The TDDT Group shall not be liable for any delays or additional costs incurred as a result of Air Service operators either changing schedule or not running according to schedule for any reason whatsoever, including but not limited to adverse weather conditions and operational delays.
- 15.2. All aviation activities are subject to applicable aviation legislation. The Clients shall bear the sole risk of incidents, accidents, delays and other events associated with the acts or omissions of operators, pilots or Air Service operators.

16. CHILD AND FAMILY TRAVEL POLICIES

- 16.1. The Agent warrants that it is familiar and thoroughly acquainted with the Child and Family Travel Policies of the Travel Services booked.
- 16.2. The Agent shall ensure that all Clients are made aware of the Child Policy and Family Travel, the contents of which shall be taken into account by the Agent and Clients in planning and booking any Travel Service.
- 16.3. TDDT Group shall not be liable for any costs, charges, losses, liabilities or other amounts incurred as a result of the failure to fully appreciate or take into account the Child Policy and Family Travel, or any aspect thereof. TDDT Group shall not be responsible to point out or comment on any aspect of a booking, reservation or other arrangement that may result in a travel restriction or additional cost because of non-compliance with or ignorance of any aspect of the Child Policy and Family Travel.

17. BREACH

- 17.1. The Agent acknowledges that any breach of the terms of this Agreement shall constitute a material breach, and a breach of the relationship of trust between TDDT Group and itself.
- 17.2. In the event that the Agent breaches this Agreement in any respect whatsoever, the TDDT Group, acting through TDDT or any other authorised representative, will be entitled (without limiting any other rights or actions which the TDDT Group might have in terms of this Agreement or any law) to:
 - 17.2.1. terminate the Agent's access to the Portal; and/or
 - 17.2.2. cancel this Agreement; and/or
 - 17.2.3. claim damages from the Agent; and/or
 - 17.2.4. institute urgent or other proceedings against the Agent to enforce any obligation of the Agent; and/or
 - 17.2.5. take any other steps available in law which the Company may consider advisable to protect the rights and interests of the members of the TDDT Group.

18. JURISDICTION

- 18.1. Subject to 26.2 below, these terms and conditions and all legal relationships between the Agent (on the one hand) and the TDDT Group (on the other hand) shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.
- 18.2. All claims and disputes in connection with or arising from this Agreement and/or the Services, Products and/or the Tours, shall be governed and determined exclusively in accordance with the Applicable Law, and the courts of the Applicable Jurisdiction (to which the Parties hereby irrevocably consent) shall have exclusive jurisdiction to determine such claims and disputes.
- 18.3. TDDT may (but is not obliged to) assist the Agent and/or Clients in resolving complaints and disputes with **Third Party** Suppliers from whom TDDT has procured goods and services on

behalf of the Agent. Such assistance is made on an *ex gratia* basis, and shall not be construed as an admission of liability or responsibility on the part of TDTT Group. The relevant **Third Party Supplier** shall at all times be liable directly to the Agent and Client in respect of any disputes and complaints, and no claims of any nature whatsoever shall lie against the TDTT Group.

- 18.4. Should any dispute of any nature whatever arise from or in connection with these terms and conditions and any contract concluded by the Agent with the TDTT Group, then at the election of any party, such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA. The Agent by its signature hereto expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency and irrevocably authorises the TDTT Group to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of Article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 18.5. Either party may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 18.6. Nothing herein contained shall be deemed to prevent or prohibit either party from applying to the appropriate court with Applicable Jurisdiction for urgent relief or for judgment in relation to a liquidated claim.
- 18.7. Any arbitration in terms of this Agreement shall be conducted in camera and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of the other party.

19. NOTICES AND LEGAL PROCESS

- 19.1. Each party chooses this address for all purposes under this Agreement (“Chosen Address”), whether for serving court process or documents, giving any notice, or making any other communications of whatsoever nature and for whatsoever purpose under this Agreement:

THE TDTT GROUP:

Physical Address: 23 Morris Street East, Woodmead, 2191, South Africa

Postal Address:

Email address: leonard@tdtraveltech.com

THE AGENT (AND ALL CLIENTS REPRESENTED BY THE AGENT):

Physical Address:

Postal Address:

E-mail address:

- 19.2. Any notice required or permitted under this Agreement is valid only if in writing.
- 19.3. Any party may by notice to the other parties change its Chosen Address to another physical address and that change takes effect on the seventh day after the date of receipt by the party who last receives the notice.
- 19.4. Any notice delivered by hand to the Chosen Address of a party before 17h00 (System Time) is deemed to have been received on the date of delivery. Any notice, communication or other document shall be deemed to have been properly delivered by a member of the TDTT Group to the Agent if dispatched to any of the Agent’s e-mail addresses contained in 19 or any other e-mail address used by the Agent for e-mail communications from time to time.
- 19.5. A notice, document or other communication sent by TDTT or another member of the TDTT Group to the Agent shall be deemed to have been received by the Agent once the relevant notice, document or other communication has been successfully delivered by the Company or other relevant member of the TDTT Group (as the case may be) to the E- Mail Management Company.

20. MISCELLANEOUS PROVISIONS

- 20.1. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.
- 20.2. Save as otherwise expressly provided for in this Agreement, no amendment or consensual cancellation of this Agreement or any provision or term hereof, or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement between the Parties, or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document and signed by a duly authorised representative of TDTT. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

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