

A copy of our Terms and Conditions is enclosed together with a Schedule of Services.

BESPOKE SERVICES

- A dedicated personal Travel Director will be available at all reasonable times for unlimited annual travel planning and management
- Commercial flights through approved flight broker specialists, mainly departing from and returning to the UK, Europe and the United States and in Business or First Class cabins will be arranged
- Provision of top level private guides and chauffeur-driven cars in conjunction with all travel arranged by us
- Rental (and purchase) of the world's finest villas and private islands. Where a client seeks to purchase real estate there may be additional fees payable for search and acquisition and this will be the subject of a separate retainer agreement
- Chartering of the world's finest sailing and motor yachts
- Private jet and helicopter charter
- Organising specialist curators of culture, art, wines and culinary programmes
- VIP airport services (wherever available worldwide)
- Arranging personal door-to-door luggage delivery service through specialist providers
- Arranging all restaurant reservations when Bespoke clients are travelling. Any other non-travel related restaurant booking services may be charged for separately, if required.
- Providing personal security arrangements through regional, specialist experts
- Arranging special celebrations in conjunction with the world's top event planners
- Providing private access to major exhibitions and important historical venues - for example the Vatican, Blenheim Palace, Versailles etc.
- Access to the Clients' portal at www.notebenglobal.com for worldwide destination and hotel review coverage

Nota Bene Bespoke Clients are generally entitled to access their dedicated Travel Director at all reasonable times (0800-2000 GMT, Monday to Saturday, with access to a 24-hour Emergency Service when travelling).

PRINCIPAL TERMS & CONDITIONS OF SERVICE

It is important that Clients are made aware of the Terms & Conditions of service so that they may enjoy the experiences we offer while, at the same time, ensuring there are no misunderstandings as to the obligations of both parties.

Below is a brief summary of the principal Terms & Conditions:

1. Clients will benefit exclusively from our network of special relationships. However, if Clients wish to look for travel experiences that are not of the Nota Bene criteria, to destinations, hotels or villas we recommend Nota Bene reserves the right not to become involved with making such arrangements as we cannot vouch for or guarantee quality of service or general facilities at that destination.
2. Nota Bene has extensive real estate experience and can access villa rental opportunities at the uppermost level of the market. However, we do not generally get involved in accessing short-term city apartment rental opportunities unless these are part of an overall high-value travel experience. We therefore reserve all rights in this sector.
3. Nota Bene cannot and will not refund any service fees to Clients who do not accept our recommendations and access travel options outside those recommended by us. This is a fundamental condition of service.
4. Once a Client has engaged Nota Bene's services in connection with planning a trip, the client undertakes to book all accommodation, ground services, etc. through Nota Bene. Similarly, in the event a Client wishes to repeat the booking of a trip, villa or hotel originally recommended by Nota Bene, the client undertakes to make repeat bookings through Nota Bene.
5. On request, Nota Bene will use best endeavours to provide plans and images based on what is received from third-party hotel, restaurant and villa rental representatives, wherever we do not have the same within our image library. We seek tolerance from our Clients where plans and images provided by such representatives are of a generic nature.
6. Nota Bene will use best endeavours to ensure that a specific room type or number as well as a top restaurant table is secured. Nota Bene cannot, however, be held responsible in circumstances where a specific room/suite has been reserved at a hotel and substituted at the last minute for a similar or identical category room/suite, as this is beyond our control. The same will apply to tables reserved in restaurants.
7. Nota Bene cannot be held responsible for the actions or quality of service provided by third-party service providers such as luggage shipping agents, security services, party planners, etc.

A full schedule of Terms & Conditions of Service is enclosed, which we ask you to read and retain. By receipt of this document, you agree to be bound by them.

As a Client, you have access to our team of experts who are on hand to inspire, plan, book and manage all your travel arrangements giving you the benefit of our worldwide personal connections at the highest level. We hope you enjoy the experience and the service.

Kind regards,



Anthony S Lassman
Founder & Director

NOTA BENE GLOBAL LIMITED

CLIENT SERVICES AGREEMENT

TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings:

“**Agreement**” means the completed and signed Client Application Form which incorporates these Terms & Conditions and the Schedules.

“**Nota Bene Client Services**” means the services specified in this Agreement.

“**Client**” means the Client specified in the application form.

“**Client Service**” means the Client’s right to receive and benefit from Nota Bene Client Services in accordance with this Agreement.

“**Client Application Form**” means the completed and signed Client Application Form attached to the front of these Terms & Conditions.

“**Client Service Fee**” means the annual fee for the Client Services as notified by Nota Bene.

“**Client Service Type**” means the Client Service Type specified in the Client Application Form as further described in Schedule 1.

“**Nota Bene**” means Nota Bene Global Limited, a company registered in England and Wales (company number 7991673) with registered address c/o Haslers, Old Station Road, Loughton, Essex, IG10 4PL, United Kingdom

“**Payment Card**” means the credit or debit card specified by the Client in the Client Application Form.

“**Registration Date**” means the date on which the final signature to this Agreement is made and payment of the Registration Fee has been received by Nota Bene in accordance with Clause 7 below.

“**Renewal Date**” means each anniversary of the Registration Date.

“**Supplier**” means any third-party supplier with whom Nota Bene liaises as part of the Nota Bene Client Services for the purposes of that supplier providing services to the Client.

“**Supplier Services**” means any services provided by a Supplier to a Client.

1.2 In this Agreement:-

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof; and

- 1.2.3 the headings of clauses and paragraphs are intended for convenience only and shall not affect their interpretation.

2. BASIS OF AGREEMENT

- 2.1 Nota Bene considers this Agreement to set out the whole agreement between the Client and Nota Bene for supply of the Nota Bene Client Services.
- 2.2 It is essential that the Client takes time to read the terms and conditions of this agreement. The Client should also check that the details in this agreement are complete and accurate. The Client is solely responsible for notifying Nota Bene in writing of any mistakes regarding details contained in the Agreement. Nota Bene has the right to rely on an assertion that the terms and conditions of this Agreement are considered as agreed if the Client does not respond within seven (7) days of them being sent by email or immediately upon receipt of a signed copy of this document however so transmitted.

3. CLIENT SERVICE

- 3.1 The Client Service shall commence on the Start Date and shall continue until terminated either by Nota Bene or the Client in accordance with clauses 15 and 16 of the Agreement.
- 3.2 Nota Bene will not normally undertake any work on a Client's behalf until the Client Service Fee has been paid.
- 3.3 At the sole discretion of Nota Bene, work may commence on a Client's behalf before the Client Service Fee has been paid. However, in the event that the Client Service Fee has not been paid within seven (7) days of the work commencing, the Client will become liable for payment of all costs and expenses incurred.
- 3.4 Client Service is personal to the Client and may not be transferred to any third party.
- 3.5 You may not allow anyone else to use your registration details and password to access the Clients' area of the Nota Bene website.
- 3.6 You must not use this Agreement with Nota Bene, your registration details and/or password for any speculative, false or fraudulent bookings.
- 3.7 You agree to immediately notify Nota Bene of any unauthorised use of your registration details and/or password, and any other breach of security of which you become aware.

4. NOTA BENE CLIENT SERVICES

- 4.1 During the period of the Agreement, Nota Bene shall use its best endeavours and all reasonable skill and care in accordance with good industry practice to provide the Client with the Nota Bene Client Services.
- 4.2 For the avoidance of any doubt, Nota Bene does not provide a general concierge service or an information service. Nota Bene may provide specific information as part of the process of booking a travel experience but cannot provide general information outside its sphere of control.

5. SUPPLIER SERVICES

- 5.1 In order for Supplier Services to be provided to the Client, Nota Bene will communicate with a Supplier on the Client's behalf unless Nota Bene considers that it is more appropriate in the circumstances for the Client to contact the Supplier directly, in which case it will advise the Client accordingly.

- 5.2 Suppliers may impose their own terms & conditions and cancellation policies in providing the Supplier Services (together the “**Supplier Terms**”). Any Supplier Services provided by a Supplier will be governed solely by the Supplier Terms entered into by the Client and that Supplier. The Client shall be responsible for entering into and complying with any Supplier Terms. The Client must rely on his/her own judgment and discretion in selecting and using the Supplier Services offered by a Supplier and in entering into any Supplier Terms. Nota Bene will not be responsible for any Supplier Services provided by the Supplier.
- 5.3 Nota Bene cannot be held responsible for situations outside its control in respect of worldwide events or extraordinary weather conditions. Nota Bene strongly urges clients to take out appropriate insurance cover in this respect. Nota Bene also cannot be held responsible for situations outside our control which are the responsibility of the hotel, villa owner/manager, boat owner/charterer, and similar. For example, any failures in provision of air conditioning, hot water, failure to provide any areas of service otherwise expected (e.g. night turndown service) or anything of a defective nature (e.g. a damaged bathroom or cabinetry). In all cases we will take all reasonable steps and use best endeavours to make sure there are no such eventualities.
- 5.4 There will be certain circumstances (usually in relation to “Experiential Trips”) where Nota Bene will use the services of a Destination Management Company (DMC). Such companies normally provide one overall inclusive price and there is no obligation on the part of Nota Bene to break such a price down into individual components – Nota Bene can only provide a list of what is included in the price, not individual prices.
- 5.5 Nota Bene will endeavour to:
- 5.5.1 assist the Client in obtaining copies of Supplier Terms & Conditions; and
 - 5.5.2 provide reasonable assistance to the Client in any subsequent dealings with a Supplier.
- 5.6 Nota Bene’s provision of the Nota Bene Client Services may involve making recommendations to the Client. The Client agrees that Nota Bene is entitled to retain any referral fees or commission received pursuant to such recommendations, and it shall not be obliged to inform the Client of such fees.

6. TRAVEL REQUIREMENTS & INSURANCE

- 6.1 The Client shall be solely responsible for procuring all travel and immigration documents, vaccines, medicines, medical advice, medical insurance and travel insurance required for the Client and anyone else travelling with the Client on travel arranged through Nota Bene.
- 6.2 Nota Bene does not accept any responsibility if Clients and those accompanying them cannot travel because they have not complied with any passport, visa or immigration requirements or have not allowed adequate time to obtain such advice and documentation in advance of travel taking place.
- 6.3 It is a standard requirement when travelling that Clients and those accompanying them (including children) should possess an individual passport with at least six (6) months validity at the date of return.
- 6.4 Clients are always recommended to contact the relevant embassies and/or consulates if they have concerns regarding their destinations.
- 6.5 Any information supplied by Nota Bene on these or other related matters (such as climate, when to travel, clothing, baggage, personal items, etc.) is given as general guidance and in good faith. Nota Bene does not accept any liability for decisions made by Clients on the basis of the information supplied.
- 6.6 Many providers of travel and/or accommodation will require all travellers to take out travel insurance as a condition of booking with them as detailed in their Booking Conditions. Nota Bene

strongly recommends that all Clients take out an insurance policy in order to cover themselves and their party against any costs associated with cancellation by the Client (to include cover for non-refundable deposits), the cost of assistance (including repatriation) in the event of accident or illness, loss of baggage and money and any other expenses. Once the Client has arranged such a policy, Nota Bene recommends that they check the wording carefully to ensure that all the details are correct and that all relevant information has been provided by them (e.g. pre-existing medical conditions). Failure to disclose relevant information may affect travel insurance.

7. CLIENT SERVICE FEE & RENEWALS

7.1 The Client shall pay the Annual Client Service Fee in accordance with this Clause 7.

7.2 Annual Client Service Fees:

7.2.1 The Annual Client Service Fee shall become payable to Nota Bene immediately following the Registration Date and then at least seven (7) days before each annual Renewal Date. A minimum of 30% of the Annual Client Service Fee will be non-refundable in the event that the Agreement is terminated within seven (7) days of its start date or within seven (7) days following receipt of a Renewal Payment of the Annual Client Service Fee or the Renewal Date, whichever is the earlier. In the event that the Agreement is terminated after seven (7) days following receipt of a Renewal Payment of the Annual Client Service Fee or the Renewal Date (whichever is the earlier), the Annual Client Service Fee will not be refundable.

7.2.2 Annual Renewal Fee notification and payment process:

7.2.2.1 Notification of Annual Service Renewal will be sent to you sixty (60) days prior to the renewal date;

7.2.2.2 Renewal invoices will follow thirty (30) days thereafter, i.e. 30 days before the operative renewal date;

7.2.2.3 Payment of the Annual Client Service Fee becomes due for payment seven (7) days prior to the Annual Renewal Date.

7.3 The Client authorises Nota Bene to charge payment of Client Service Fees to the credit or debit Payment Card as specified by the Client upon Registration with Nota Bene. In the event that the Client chooses to pay any fees to Nota Bene by means of a local or international bank transfer, Nota Bene will charge a handling fee to cover all charges levied by the banks in the course of the transaction.

7.4 Nota Bene reserves the right to increase the Client Service Fee with effect from the Renewal Date, provided that Nota Bene has given the Client not less than sixty (60) days' prior written notice of such increase (a "**Fee Increase Notice**"). For the avoidance of doubt, such a fee increase notice will not affect the Client's right to terminate this Agreement under Clause 16.2.2.

7.5 All Client Service Fees must be paid by the Client in accordance with this Clause 7 irrespective of the Client's level of use of the Nota Bene Client Services or any changes in the Client's personal circumstances.

7.6 If any fee or charge payable by the Client to Nota Bene is not paid within seven (7) days of the date on which such sum becomes due for payment then, without prejudice to any other right or remedy available to Nota Bene, Nota Bene may (at its sole discretion) immediately terminate this Agreement.

8. PAYMENT TO SUPPLIERS

8.1 If Nota Bene's provision of the Nota Bene Client Services involves liaising with Suppliers in order for Supplier Services to be provided, and the Client instructs Nota Bene to supply the Client's Payment Card details to that Supplier for the purposes of paying that Supplier for such Supplier Services, the Client agrees that:

- 8.1.1 Nota Bene shall have no liability in respect of, or be responsible in any way other than in relation to its own negligence, for any use of the Payment Card by such Supplier; and
- 8.1.2 The Payment Card shall be sufficient to cover the full cost of those Supplier Services; and
- 8.1.3 Nota Bene shall not be responsible for verifying that the correct payment has been taken by that Payment Card for such Supplier Services.

9. DEPOSITS & CANCELLATION FEES

9.1 Clients will be required to pay a non-refundable deposit (minimum 30%) to Nota Bene in respect of all travel and accommodation bookings which are made on the Client's behalf. Payment of a deposit is the Client's authority to Nota Bene to confirm the Client's booking with the travel provider(s), and the deposit amount will normally be specified by Nota Bene when the booking is made. All deposits are non-refundable even if the cancellation charge is lower than the deposit amount paid.

9.2 The amount of the deposit may be increased where it is necessary to secure facilities with full payment at the time of booking. Once confirmed, the deposit, additional charges paid and insurance premium (if appropriate) will not be refunded in the event of cancellation.

9.3 In the event that the travel provider gives notice that the travel and/or accommodation package is no longer available, and Nota Bene is unable to source an alternative which is acceptable, the Client will receive a refund of any deposit paid less 30% for that specific part of any travel and/or accommodation package which has been cancelled. This refund will only apply to that part of the travel and/or accommodation package, which is unavailable –the Client will still be committed to other travel and/or accommodation arrangements, which were booked at the same time.

9.4 If full payment is not received by the balance due date, Nota Bene will notify the travel provider(s) who may cancel the booking and charge the cancellation fees set out in their Booking Conditions. Similarly, if the Client cancels or amends a booking, they may be charged any cancellation or amendment charge shown in the travel provider's Booking Conditions which may be as much as 100% of the cost of travel and/or accommodation.

10. WARRANTIES

10.1 Nota Bene warrants that it will use reasonable care and skill in providing the Nota Bene Client Services.

10.2 Nota Bene does not make warranties or representations in relation to the quality or fitness for purpose of any Supplier and/or any Supplier Services used by the Client.

10.3 If Nota Bene makes recommendations to the Client as part of the Nota Bene Client Services:

- 10.3.1 Nota Bene shall use reasonable endeavours to ensure that such recommendations are suitable to the Client's requirements; and
- 10.3.2 Nota Bene does not warrant that such recommendations are accurate or that they will be to the Client's own satisfaction.

11. LIABILITY

- 11.1 Nota Bene does not limit its liability for (a) death or personal injury caused by its negligence, and/or (b) fraudulent misrepresentation.
- 11.2 Nota Bene will not be liable where any failure in the performance of the Agreement is due to:
- 11.2.1 The Client; or
 - 11.2.2 A third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable and unavoidable; or
 - 11.2.3 Unusual and unforeseeable circumstances beyond the control of Nota Bene, the consequences of which could not have been avoided even if all due care had been exercised; or
 - 11.2.4 An event which Nota Bene or its suppliers, even with all due care, could not foresee or forestall.
- 11.3 Subject to Clause 11.1, Nota Bene shall not be liable for any consequences of using goods and/or services provided by any third party (including, without limitation, any Supplier) where the Client has entered into a contract with that third party.
- 11.4 Nota Bene will always endeavour to provide Clients with at least 24 hours' notice of deadlines for confirmation of bookings and payment details where appropriate. Nota Bene will not be held responsible for any loss of booking due to a Client's failure to confirm bookings and make payments within the deadlines advised by Nota Bene. In such circumstances, Nota Bene cannot be held responsible for any disruption to travel plans or for the payment of any costs so arising.
- 11.5 Subject to Clause 11.1, Nota Bene disclaims to the fullest extent permissible by law all liability for losses, damages and costs whatsoever (whether direct, indirect, consequential or otherwise) arising, either directly or indirectly, from the Nota Bene Client Services and will specifically not have any liability to the Client for any:
- 11.5.1 Loss of income or revenue or profits;
 - 11.5.2 Loss of contracts, loss of business or business opportunity;
 - 11.5.3 Loss of anticipated savings;
 - 11.5.4 Loss of goodwill or injury to reputation;
 - 11.5.5 Loss of data;
 - 11.5.6 Loss as a result of the Client having taken advice from Nota Bene but booking his/her travel experience independently;
 - 11.5.7 Loss as a result of the weather conditions;
 - 11.5.8 Loss or damage sustained by factors beyond the control of Nota Bene.
- 11.6 Nota Bene also disclaims all liability for losses, damages and costs arising directly or indirectly from any acts or omissions by nominated travel agencies, airlines, hotels, restaurants and other nominated suppliers whether those losses, claims or damages result from Nota Bene's negligence or otherwise.
- 11.7 Nota Bene's Contractual Liability to the Client shall not exceed the aggregate of the Client Service Fees paid by the Client. "**Contractual Liability**" means total aggregate liability howsoever arising under or in relation to the subject matter of this Agreement that is not (a) unlimited by virtue of Clause 11.1 above, or (b) excluded pursuant to Clauses 11.2 and 11.3 above.

12. CONFIDENTIALITY

- 12.1 Nota Bene warrants that it will not disclose to any third party (except as necessary to provide the Nota Bene Client Services or as authorised by the Client) any information that Nota Bene possesses concerning the Client.
- 12.2 The obligation at Clause 12.1 shall continue after termination of this Agreement but shall cease to apply to information which has become public knowledge other than through any unauthorised disclosure by Nota Bene.

13. DATA PROTECTION & PRIVACY

13.1 Nota Bene shall comply with the Privacy Policy as detailed in Schedule 2 of this Agreement.

13.2 By consenting to these Terms & Conditions and by supplying your personal information to Nota Bene, you consent to the terms of the Privacy Policy.

14. NON-SOLICITATION

14.1 For the purposes of this Clause 14, an “**Employee**” means any employee of Nota Bene.

14.2 If the Client employs, or offers to employ, an Employee who, within the period of six (6) months prior to the offer of employment, was employed by Nota Bene, Nota Bene shall be entitled to charge a fee representing twenty-five percent (25%) of the Employee’s annual basic salary (as at the date of the offer of employment).

15. TERMINATION

15.1 Nota Bene shall be entitled to terminate this Agreement if:

15.1.1 Nota Bene prepares a travel itinerary for a Client as part of the Nota Bene Client Services and subsequently becomes aware that the Client has liaised directly with a Supplier named on such itinerary in order to procure services outlined in such itinerary; or

15.1.2 A Client provides Nota Bene with details which the Client knows to be false when applying for Client Services, and the false declaration would have reasonably affected Nota Bene’s decision to grant Client Services; or

15.1.3 A Client is abusive or uses aggressive behaviour towards a Nota Bene employee.

15.2 A Client who uses the Nota Bene Client Services to obtain advice and travel intelligence but then uses this information to book his/her travel independently or through another agent will be in breach of the terms of this Agreement which will justify Nota Bene in taking legal action against the Client for recovery of any Client Service Fees or other costs and expenses which were outstanding at the time of the breach.

15.3 Either party shall be entitled to terminate this Agreement if the other commits a material or repeated breach of this Agreement and the breach, if capable of remedy, is not remedied within seven (7) days of receipt of written notice from the innocent party to remedy such breach. If the breach is not capable of remedy, the innocent party shall be entitled to terminate this Agreement immediately.

15.4 If Nota Bene terminates this Agreement in accordance with this Clause 15, it reserves the right to retain any payments paid by the Client.

16. TERMINATION BY THE CLIENT

16.1 The parties agree that the performance of the Nota Bene Client Services will begin immediately on the Start Date. The parties acknowledge that after the beginning of such performance, the Client shall have no right to cancel this Agreement under the Consumer Protection (Distance Selling) Regulations 2000 (as amended).

16.2 The Client shall be entitled to terminate this Agreement:

16.2.1 Within seven (7) days of the start date by giving written notice to Nota Bene on or before the end of that seven (7) day period. In such circumstances, the Client shall receive a refund of the Client Service Fee that has already been paid to Nota Bene less 10% (ten percent) of the Client Service Fee; or

16.2.2 By giving not less than one month’s prior written notice to Nota Bene to expire this Agreement on a Renewal Date.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of this Agreement for whatever reason:

- 17.1.1 The Client Services shall automatically terminate;
- 17.1.2 The rights and obligations created by this Agreement shall survive;
- 17.1.3 Any rights of either party which arose on or before termination shall be unaffected.

18. GENERAL

- 18.1 **Third Party Rights.** Nota Bene and the Client agree that any person who is not a party to this Agreement shall have no right to enforce any term of this Agreement against either of the parties under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.2 **Performance.** A delay in the performance of Nota Bene's obligations under this Agreement shall not constitute a fundamental breach of this Agreement.
- 18.3 **Force Majeure.** Neither party shall be liable for any delay or failure in performing its duties under this Agreement (except payment obligations of the Client) caused by any event beyond its reasonable control including, but not limited to, acts of God, power outages, natural disaster, closure of airspace and governmental restrictions, adverse or severe weather conditions, strikes, civil unrest or threats thereof, or war or threats thereof.
- 18.4 **Relationship.** Nothing in this Agreement shall render Nota Bene, a partner or an agent of the Client, and Nota Bene shall not purport to undertake any obligation on the Client's behalf or expose Nota Bene to any liability nor pledge or purport to pledge Nota Bene's credit.
- 18.5 **Assignment and Subcontracting.** The Client shall not subcontract, assign, and/or otherwise transfer this Agreement or any of its rights and duties under this Agreement without the prior written consent of Nota Bene, such consent not to be unreasonably withheld. Nota Bene may subcontract assign and/or otherwise transfer this Agreement or any of its rights and duties under this Agreement.
- 18.6 **Severability.** If any part of this Agreement is held unlawful or unenforceable, that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 18.7 **Non-Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.
- 18.8 **Notices.** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the address or email address of the Client set out in the Client Service Application Form or on to such other address as the Client may have notified from time to time.
- 18.9 **Law and Jurisdiction.** This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement) shall be governed by and to be construed in accordance with the laws of England. Every Client irrevocably agrees that only the Courts of England shall hear and decide any suit, action or proceedings, and/or settle disputes which may arise out of or in connection with this Agreement. Clients may, therefore, not bring any actions against Nota Bene in a Court outside England.
- 18.10 **Variation.** Nota Bene has the right to revise and amend this Agreement from time to time to reflect changes in market conditions affecting Nota Bene's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in Nota Bene's systems capabilities. Nota Bene will endeavour to provide Clients with prior notice of any changes to this Agreement, and Clients can choose to terminate the Agreement without penalty before the new terms come into effect.

- Personal door-to-door luggage delivery service through specialist providers
- Arranging all your restaurant reservations when travelling. Any other non-related restaurant booking services will be charged for separately, if required.
- Providing personal security arrangements through regional, specialist experts
- Arranging special celebrations in conjunction with the world's top event planners
- Providing access to major exhibitions and important historical venues - for example the Vatican, Blenheim Palace, etc.
- Arranging personal shopping with particular emphasis on the unique and rare - fashion, watches, jewellery, luggage, luxury goods
- Full concierge support and daily management while travelling. Any other non-travel related booking services will be charged for separately, if required

SCHEDULE 2 – Privacy Policy

Privacy Policy Statement

Nota Bene takes every Client's privacy seriously and treats the Client's personal information as confidential. Nota Bene's privacy policy statement is given below. If Nota Bene makes any changes to this policy, it will notify Clients by updating the statement on its website.

Information About Us

For the purpose of the Data Protection Act 1988 (the "Act"), the data controller (as defined in the Act) in relation to the Client's information is Nota Bene Global Limited. Nota Bene Global Limited is registered under company number 7991673 with registered address c/o Haslers, Old Station Road, Loughton, Essex, IG10 4PL, United Kingdom. VAT Number is 131291447.

Your Information

Nota Bene will only use stored information about the Client in accordance with this Privacy Policy.

Information Collected

When completing the Application Form, Clients will be asked to provide Nota Bene with their personal details and payment details. Nota Bene may obtain information about the Client's usage of the Nota Bene Client Services to help it develop and improve these Services.

What do we use the Client's information for?

Nota Bene will use the Nota Bene Client's information for the following purposes:

- To provide the Nota Bene Client Services
- To handle orders and process payments and refunds
- To communicate with Clients about their orders
- To update Nota Bene records and generally maintain the Client's account
- To keep a record of any correspondence between Clients and Nota Bene, and the Client's contact details
- To improve Nota Bene's service to its clients by keeping statistical records or survey reports
- To prevent or detect fraud or abuses of Nota Bene's Client Services and enable third parties to carry out technical, logistical or other functions on its behalf
- To notify Clients of products or special offers that may be of interest to the Client, always assuming consent of the Client to do so

Direct Marketing

Nota Bene periodically produces publications which may be posted and/or emailed to the Client. If the Client does not wish to receive these publications, the Client should instruct Nota Bene accordingly in writing at service@notabeneglobal.com.

To ensure that each Client maximises his/her service benefits, Nota Bene may send information to Clients by post or email on forthcoming promotions, events and such other benefits, offers, products or services they may be entitled to or interested in. The Client should instruct Nota Bene accordingly in writing at service@notabeneglobal.com if he/she does not wish to receive such information.

Nota Bene may contact Clients to offer services or may contact Clients to seek their opinion on how the Services provided may be improved. If the Client does not wish to be contacted in this way, the Client should instruct Nota Bene accordingly in writing at service@notabeneglobal.com.

Protecting the Client's Information

Nota Bene uses up-to-date procedures and technology to protect each Client's personal information. Nota Bene may vary this in the future if it feels that the Client will benefit from greater security whilst using the Services.

Nota Bene has appropriate security measures in place in its physical facilities to protect against the loss, misuse or alteration of information that it has collected from the Client.

Disclosure of Client's Information

Nota Bene will not disclose Clients' information to any third party except under the following limited circumstances:

- As is required to provide the Nota Bene Services (including its Suppliers)
- In providing the Nota Bene Services for the purposes of the prevention and detection of fraud. If the Client believes that his/her details are incorrect, he/she should immediately notify Nota Bene
- Nota Bene may disclose the Client's personal information to its service providers who support elements of its Services business and process data on Nota Bene's behalf. These may include businesses which provide technology services such as hosting for Nota Bene's servers and email distribution. When such disclosures are made, this will be under the contractual arrangements with Nota Bene and carried out in accordance with the Act

Access to Personal Information

The Act gives Clients the right to access personal information held about them. The Client's right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £25 to meet Nota Bene's costs in providing the Client with details of the personal information that Nota Bene holds about the Client. The Client can exercise this right at any time by contacting Nota Bene at service@notabeneglobal.com.

Contact

If a Client has any questions, comments or requests regarding this Privacy Policy, they should contact Nota Bene directly at service@notabeneglobal.com.