

[Translation from Dutch; In case of doubt or differences between this translation and the Dutch version, the Dutch text is leading.]

ATP Business Travel B.V. General Terms and Conditions of Supply

ATP Business Travel B.V., also operating under the name ATP, the Advanced Travel Partner, having its registered office at Beechavenue 101 in Schiphol-Rijk, the Netherlands, and maintaining places of business in Eindhoven and Schiphol-Rijk, the Netherlands, among other places, is a Service Provider in the field of travel.

ATP Business Travel B.V. is a member of the Dutch Association of Travel Agencies (*Algemene Nederlandse Vereniging van Reisondernemingen* or 'ANVR').

1. Definitions

- 1.1 **ATP Business Travel:** the department that, in the context of conducting the business, provides recommendations and advice in the field of travel in the broadest sense of the word and intermediates in the conclusion of agreements between the Principal and third parties with respect to the provision of services in the field of travel (the Service Provider).
- 1.2 **Principal:** the legal entity that acts as ATP Business Travel B.V.'s other contractual party in the Agreement and gives instructions to provide services in the field of travel.
- 1.3 **Traveller:** the natural person or persons to whom one or more services are provided under the Agreement concluded with the Principal.
- 1.4 **Agreement:** the agreement that ATP Business Travel B.V. and the Principal conclude in respect to the services to be provided by ATP Business Travel B.V. in the field of travel, the foregoing in the broadest sense of the words, such as entering into an agreement on behalf of the Principal, *i.e.* in the capacity of Intermediary, having a Service Provider provide the Principal with transport and/or accommodation and/or other services in exchange for a fee to be paid to ATP Business Travel B.V. by the Principal.
- 1.5 **Service Provider:** the carrier, provider of accommodation or other provider of services in the field of travel, the foregoing in the broadest sense of the words, with which the Principal enters into an agreement for the provision of accommodation, transport or other services that is responsible for the provision of the service in question with due observance of its applicable conditions.
- 1.6 **Offer:** the proposal from ATP Business Travel B.V. to the Principal to provide the services described in that proposal or to have those services provided for the benefit of the Principal.
- 1.7 In these terms and conditions, '**written**' or '**in writing**' is taken to include electronic communications.

2. Applicability

- 2.1 The legal relationship between ATP Business Travel B.V. on the one hand and its Principal on the other is governed by these General Terms and Conditions of Supply of ATP Business Travel B.V. and the Business-to-Business Conditions of the Dutch Association of Travel Agencies, the 'ANVR B2B Conditions'.
- 2.2 These General Terms and Conditions of Supply govern the conclusion and the content of the Agreement and all offers with respect to the conclusion of an Agreement, to the exclusion of any terms and conditions applied by the Principal. In the event of any conflict between the General Terms and Conditions of Supply of ATP Business Travel B.V. and the ANVR B2B Conditions, the provisions contained in the General Terms and Conditions of Supply of ATP Business Travel B.V. will prevail unless the ANVR B2B Conditions do not permit derogation.
- 2.3 It is possible to derogate from the provisions contained in the General Terms and Conditions of Supply only by means of a written document, from case to case.
- 2.4 These General Terms and Conditions of Supply also pertain to all natural persons whom and legal entities that ATP Business Travel B.V. uses or has used in connection with the conclusion and/or performance of the Agreement. ATP Business Travel B.V. is merely an intermediary with respect to the part of the Agreement that is performed by an airline. The terms and conditions of carriage of the airline in question will govern the provision of such Services. Those terms and conditions may be obtained via ATP Business Travel B.V.
- 2.5 Only the ANVR Travel Conditions or the ANVR Booking Conditions will apply if and insofar as ATP Business Travel B.V. provides services to natural persons who are not acting in the context of practising a profession or conducting a business.

3. Offer and acceptance

- 3.1 Every offer made by ATP Business Travel B.V. is without engagement unless the offer in question constitutes an irrevocable offer within the meaning of Article 6:219(3) in conjunction with Article 6:217(2) of the Dutch Civil Code (*Burgerlijk Wetboek*).
- 3.2 An offer without engagement may be revoked immediately after receipt of the acceptance of the offer. Revocation must take place immediately and in any event within two working days after the agreement has been concluded.
- 3.3 ATP Business Travel B.V. also will not be obliged to perform an Agreement after the term referred to in Article 3.2 if and insofar as the offer or the written confirmation is based on a manifest error or mistake.
- 3.4 The room prices indicated in the offer apply per room per night and are exclusive of VAT, service charges of the hotel in question, city tax and breakfast, unless the offer indicates otherwise. The room price does not include extra services (such as pay TV, minibar, pressing, portage and room service); such extra services do not form part of the offer made by ATP Business Travel B.V.
- 3.5 The other prices indicated in the offer are exclusive of VAT. The total travel cost⁴ indicated applies per Traveller unless the offer explicitly indicates otherwise.

- 3.6 The prices referred to by ATP Business Travel B.V. are based on the factors that determine the prices at the time at which the offer is made and/or the Agreement has been concluded. The class descriptions and flight information indicated in the offer are indicative in nature and cannot be guaranteed by ATP Business Travel B.V.
- 3.7 The provisions contained in Articles 3.4 to 3.5 will not apply if and insofar as the parties explicitly agree otherwise from case to case.
- 3.8 The Agreement will be concluded by means of the Principal's acceptance of the offer made by ATP Business Travel B.V. The Principal may accept the offer in writing or orally. The Principal will be bound by the Agreement after he has accepted the offer.
- 3.9 If ATP Business Travel B.V. provides a confirmation, that confirmation will be deemed to constitute evidence of the content of the Agreement.
- 3.10 Even if the Principal enters into the Agreement with ATP Business Travel B.V. only as an intermediary it, as well as its principal, will be jointly and severally liable in respect of all the obligations pursuant to the Agreement.

4. Obligations of the Principal and/or the Traveller

- 4.1 The Principal will provide ATP Business Travel B.V. in a timely manner with the information required (including any further information required) regarding himself and/or the Traveller(s).
- 4.2 The Principal agrees that ATP Business Travel B.V. will be entitled to provide the information regarding himself and/or the Travellers, including mobile telephone number and/or e-mail address, to the Service Providers (such as airlines). The Principal guarantees to ATP Business Travel B.V. that the Traveller(s) have given him permission to do so and indemnifies ATP Business Travel B.V. in respect of any claims brought in that respect. If the Principal does not wish to permit such information to be provided or is in default in this respect, ATP Business Travel B.V. will not be liable for any delays and/or other damage caused by the inability to inform the Traveller(s) in a timely manner by or on behalf of ATP Business Travel B.V.
- 4.3 The Principal guarantees to ATP Business Travel B.V. that:
1. explicit permission has been obtained from the Traveller(s) for his or her personal data to be provided to ATP Business Travel B.V. and for the processing of that personal data within the meaning of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*) by ATP Business Travel B.V. (including the provision of the personal data to Service Providers) insofar as necessary for the conclusion and performance of the Agreement and/or the Agreement with the Service Provider(s) and in order to optimise the services being offered; and
 2. the Principal will provide the Traveller(s) with all the information prescribed by law prior to acquiring the aforementioned permission, in any event including the following information:
 - a. what personal data it will provide to ATP Business Travel B.V.;
 - b. the fact that the Services Providers, including airlines, to which ATP Business Travel B.V. provides personal data in connection with the provision of services may be obliged to comply with foreign authorities that may be located in countries outside the European Economic Area (EEA) that do not offer comparable protection of privacy as the countries within the EEA in accordance with the European Privacy Directive (95/46/EC),

such as but not limited to the US Bureau of Customs and Border Protection;

- c. the fact that Service Providers may be located in countries outside the EEA that do not offer comparable protection of privacy as the countries within the EEA in accordance with the European Privacy Directive (95/46/EC) and may be required to provide personal data to foreign authorities;
- d. the fact that Travellers are entitled, within the limits set pursuant to the applicable laws and regulations, to request to inspect the personal data that ATP Business Travel B.V. has in respect of them and if that personal data is factually incorrect, incomplete or irrelevant or is otherwise processed contrary to a statutory regulation, the Traveller may request to have that data corrected, supplemented, deleted or protected, and they may contact ATP Business Travel B.V. for more information regarding their rights and/or such a request; and
- e. any and all other information that is necessary to ensure that personal data in respect of the Travellers is properly and carefully processed by ATP Business Travel B.V.

4.4 After the Agreement has been concluded, the Principal and/or the Traveller(s) will be responsible for obtaining any additional necessary information from the relevant authorities and will verify whether the information obtained previously has been changed since that time.

4.5 The Principal and/or the Traveller(s) are obliged to comply with all the instructions given by ATP Business Travel B.V. in order to ensure the proper provision of the service(s) (including but not limited to instructions with respect to the check-in and transfer times) and are liable towards ATP Business Travel B.V. and/or the Service Providers for any and all damage that ensues from or is otherwise related to their acts and/or omissions, or they will be obliged to bear their own damage caused as a result.

4.6 A Traveller that causes trouble or nuisance to such an extent that the proper provision of the service(s) is significantly impeded or could be significantly impeded as a result may be excluded from the service(s) by the Service Provider(s) if the Service Provider(s) cannot reasonably be expected to comply with the Agreement. Any and all damage caused as a result will be for the Principal's account.

4.7 The Principal and/or the Traveller(s) are obliged to prevent and/or limit any damage (or any further damage), including by notifying ATP Business Travel B.V. as quickly as possible of any complaints.

5. Termination by ATP Business Travel B.V.

5.1 ATP Business Travel B.V. may terminate the Agreement or the agreed service(s) only as a result of weighty circumstances of which it informs the Principal immediately. Such weighty circumstances are taken to mean circumstances of such a nature that ATP Business Travel B.V. cannot reasonably be expected to be bound by the Agreement or the agreed service(s).

5.2 ATP Business Travel B.V. is not liable for any disadvantage or damage that ensues from termination of the Agreement with the Principal.

6. Amendment to the Agreement by ATP Business Travel B.V.

- 6.1 If the VAT rate is increased in the period between the conclusion of the Agreement and the performance of the Agreement, the increase will be for the Principal's account.
- 6.2 If after the Agreement has been concluded the factors that determine the cost price of the services that have been reserved and/or the services that are to be delivered, including payable fuel costs and duties or taxes on which ATP Business Travel B.V. has based the price are increased, ATP Business Travel B.V. will be entitled to charge such increases on to the Principal.
- 6.3 ATP Business Travel B.V. is not liable towards the Principal for any disadvantage or damage that ensues from such a change.

7. Cancellation by the Principal

- 7.1 The Principal will be entitled to cancel the Agreement only if it pays ATP Business Travel B.V. the related costs. Such costs include the costs charged by the Service Provider under its terms and conditions and the costs that ATP Business Travel B.V. charges to effect the cancellation. Those costs will be equal to the fees indicated in ATP Business Travel B.V.'s Rates Table, unless the Principal and ATP Business Travel B.V. have explicitly agreed otherwise in writing.
- 7.2 Cancellations must be communicated in writing. The cancellation date will be deemed to be the date on which ATP Business Travel B.V. has received that written notification.
- 7.3 The Principal will be obliged to pay any and all costs in the event of a no-show on the part of the Principal.
- 7.4 In the event that tickets have not been used in whole or in part, the refund of the total travel costs will depend on the terms and conditions applied by the carrier in question. Pursuant to those terms and conditions, it is possible that only a partial refund will be made or that no refund will be made at all. The carrier may stipulate terms in respect of requests for refunds. Refunds will be made only in part or not at all in the event that those terms are exceeded.
- 7.5 The Principal may request ATP Business Travel B.V. to take responsibility for refunding all or part of any unused tickets. In such cases, the Principal must send ATP Business Travel B.V. the tickets in a timely manner. ATP Business Travel B.V. will pay any such refund within 14 days of receiving the relevant amounts from the carrier in question.
- 7.6 If not all of the agreed services are cancelled, the foregoing provisions will apply pro rata in respect of the services that have been cancelled.

8. Amendments by the Principal

Insofar as possible, ATP Business Travel B.V. will make amendments to parts of the Agreement at the request of the Principal in exchange for payment to ATP Business Travel B.V. of the related costs. Such costs include the costs that the Service Provider charges under its terms and conditions and the costs that ATP Business Travel B.V. charges in order to effect the cancellation. Unless the Principal and ATP Business Travel B.V. have agreed otherwise in writing, the latter costs will be equal to the fees indicated in ATP Business Travel B.V.'s Rates Table.

9. Special provisions

9.1 Insurance

ATP Business Travel B.V. is willing to intermediate in connection with the taking out of any necessary travel and/or cancellation insurance.

9.2 Documents/visas/vaccinations

9.2.1 At the time at which the assignment is granted, at the Principal's request ATP Business Travel B.V. will provide the Principal with general information, as is applicable in the Netherlands, regarding passports, visas and any health-related formalities. ATP Business Travel B.V. cannot be held liable for any information that is incomplete and/or incorrect.

9.2.2 The Principal must ensure that upon departure and during the period of travel the Traveller(s) is/are in possession of the travel documents required, such as a valid passport, any visas required, proof of vaccinations, and so on.

9.2.3 If the Traveller cannot take the trip because he or she does not have the above-mentioned documents, any consequences will be completely for his or the Principal's account.

9.3 Travel documents

9.3.1 ATP Business Travel B.V. will give notice in a timely manner regarding the manner in which the travel documents will be issued.

9.3.2 At the Principal's request, travel documents will be sent by ordinary post free of charge. ATP Business Travel B.V. will not accept any liability in the event that such documents are lost. If the Principal wishes to receive the travel documents by registered post or via a commercial courier service, the costs and a fee will be charged on the basis of ATP Business Travel B.V.'s Rates Table, and it will be necessary to sign in acknowledgement of receipt.

10. Fees due

10.1 Unless the parties have explicitly agreed otherwise in writing, the Principal will owe the fees indicated in the Rates Table applied by ATP Business Travel B.V. for the services provided by ATP Business Travel B.V.

10.2 ATP Business Travel B.V. will be entitled to amend the Rates Table at any time, unless the parties have explicitly agreed otherwise in writing.

11. Payment conditions

11.1 Payment must be made in euros to the bank account indicated by ATP Business Travel B.V., unless the parties have explicitly agreed otherwise in writing.

11.2 The amounts are exclusive of VAT unless otherwise indicated.

- 11.3 All the amounts due must be paid within a payment term of 14 days of the invoice date, unless the parties have explicitly agreed otherwise in writing.
- 11.4 If payment is made by credit card, any merchant fees and other costs that the credit card company charges ATP Business Travel B.V. will be charged on to the Principal in full.
- 11.5 The Principal will be in default if the payment term is exceeded, in which case the Principal will owe statutory interest on the principal amount for each month or part of a month in which the delay continues. The Principal will also be obliged to reimburse any and all judicial and extrajudicial costs. The extrajudicial collection costs will amount to at least 15% of the amount owed by the Principal, including the above-mentioned interest, with a minimum of EUR 250.
- 11.6 If the Principal is in default in respect of his payment obligations, ATP Business Travel B.V. will be entitled to suspend any further performance of the Agreement, without it being possible to hold ATP Business Travel B.V. liable in any manner whatsoever in that respect.
- 11.7 Disputes with respect to any amount charged by ATP Business Travel B.V. must be submitted to ATP Business Travel B.V. in writing within 10 days of the invoice date. Such disputes must be substantiated. The invoice in question will be binding if the Principal fails to do so. The Principal's payment obligations will not be suspended as a result of any such dispute. If payment is made by means of a collective invoice, under no circumstances will the Principal be entitled to suspend payment if there is a dispute regarding one of the invoices included in the collective invoice.
- 11.8 Refunds that have not yet been received or payments on the basis of an insurance policy that have not yet been received will not discharge the Principal from his obligation to pay ATP Business Travel B.V. the amounts due under the Agreement in a timely manner.
- 11.9 ATP Business Travel B.V. will be entitled to set off any amounts.
- 11.10 Each payment will be deemed to be intended to reduce the Principal's debt to ATP Business Travel B.V. in the following order, regardless of any statements or comments that the Principal makes in respect of such a payment:
- a. the enforcement costs;
 - b. the judicial and extrajudicial collection costs;
 - c. the interest;
 - d. the damage; and
 - e. the principal amount.
- 11.11 If a petition for bankruptcy is filed in respect of the Principal or if the Principal is declared bankrupt, is in receivership or dies, or if the Principal assigns his estate, applies for a suspension of payments, is placed under administration within the meaning of Book 1 of the Dutch Civil Code, if a trust is established or if an attachment is legally levied on the Principal's goods by third parties, the amounts owed to ATP Business Travel B.V. will be due in full immediately without any notice of default being required. Any and all judicial and extrajudicial costs that ATP Business Travel B.V. reasonably deems payable in order for it to collect the amounts owed to it at that time will be paid by the Principal.
- 11.12 ATP Business Travel B.V. will be entitled to request that the Principal furnish security for its compliance with its obligations at any time, if the circumstances of the case give

it cause to do so. If the Principal cannot furnish the security requested, ATP Business Travel B.V. will be entitled to unilaterally dissolve the Agreement, without it being obliged to pay compensation of any kind.

12. Force majeure

- 12.1 In the event of a situation involving *force majeure*, ATP Business Travel B.V. will be entitled to dissolve the Agreement by means of a written notification at any time, in which case the Principal will not be entitled to compensation of any kind. *Force majeure* is taken to mean a breach in respect of the compliance with any obligations as a result of unexpected circumstances that could not have been prevented in spite of any and all reasonable preventative measures to be taken.
- 12.2 If a Service Provider cancels the reservation(s) on the ground of a situation involving *force majeure* (including fires, floods, earthquakes or other natural disasters), that will not affect the fees that ATP Business Travel B.V. has charged the Principal in accordance with the Rates Table.

13. Liability

- 13.1 Under no circumstances is ATP Business Travel B.V. liable for any acts and/or omissions on the part of the Service Provider or for the accuracy of the information that the Service Provider provides. The Service Provider in question will be exclusively liable, with due observance of the applicable conditions, in respect of the provision of the service in question. The Service Provider in question will be exclusively liable for any and all claims for damage that ensue from transfers of funds made by that Service Provider.
- 13.2 ATP Business Travel B.V. cannot be held liable for any inability to pay on the part of the Service Provider.
- 13.3 ATP Business Travel B.V. cannot be held liable for damage caused by a disruption or defect in the automated systems that it uses in connection with the services it provides if it cannot reasonably be blamed for the disruption or defect or if the disruption or defect is out of its control.
- 13.4 Insofar as ATP Business Travel B.V. is held liable, such liability will be limited to the amount of the fees(s) charged for the services, with a maximum equal to the amount for which ATP Business Travel B.V. is insured.
- 13.5 Liability for damage for which the Principal and/or the Traveller is insured (for example by means of travel and/or cancellation or health insurance) and liability for any damage that the Principal and/or the Traveller sustains in the context of practising a profession or conducting a business (including any damage caused by missed connections or a failure to arrive at the destination on time) is excluded.
- 13.6 Under no circumstances will ATP Business Travel B.V. be liable to compensate indirect damage, including but not limited to consequential damage, loss of profit, loss of savings and damage caused by business interruption, or any damage that the Principal or the Traveller sustains in the context of practising a profession or conducting a business.

- 13.7 If any service included in one of the Agreements is governed by a treaty (including a European Regulation), ATP Business Travel B.V. will be entitled to invoke any exclusion or limitation of liability granted or permitted pursuant to that treaty or Regulation.
- 13.8 Any and all claims against ATP Business Travel B.V. for compensation will lapse after one year has passed since the time at which the claim arose.

14. Indemnification by the Principal

- 14.1 The Principal indemnifies ATP Business Travel B.V. against any claims brought by the Traveller(s) and/or third parties that ensue from or are related to this Agreement.
- 14.2 The Principal will be jointly and severally liable for the obligations of the Traveller(s) towards ATP Business Travel B.V. and/or the Service Provider insofar as they ensue for the Traveller(s) from the Agreement(s) concluded in that respect.

15. Complaints

- 15.1 Complaints regarding a reservation made by ATP Business Travel B.V. may be submitted to ATP Business Travel B.V. up to one month after the service that has been reserved has ended.
- 15.2 Complaints regarding the recommendations and information provided by ATP Business Travel B.V. must be submitted to ATP Business Travel B.V. in writing, including a substantiation of the complaint in question, within one month after the Principal has become aware of the facts to which the complaint relates, and in any event within one year after the recommendation or the information has been provided.
- 15.3 ATP Business Travel B.V. will make every effort to handle the complaint as expeditiously as possible.
- 15.4 ATP Business Travel B.V. only plays the role of intermediary between the Service Provider and the Principal.

16. Final provisions

- 16.1 If the Principal is in default in respect of its compliance with any obligations pursuant to the Agreement, ATP Business Travel B.V. will be entitled to dissolve the Agreement – after it has given the Principal a reasonable term in which to comply with its obligations and the Principal has failed to do so – by sending the Principal a written notification to that effect.
- 16.2 The parties undertake towards each other to comply with any and all obligations that can reasonably be expected of them.
- 16.3 If any part of the Agreement or these General Terms and Conditions of Supply is null and void or is voidable, that will not affect the validity of the remainder of the Agreement or these General Terms and Conditions of Supply. In such cases, the parties will be deemed to have agreed that the part that has been declared void or that is null has been replaced by a legally permissible provision that is as close as possible

to what the parties would have agreed if they had been aware that the original provision was null and void or voidable.

- 16.4 The Agreement and all offers in respect of the conclusion of the Agreement are governed exclusively by Dutch law (including mandatory provisions of European law).
- 16.5 Any and all disputes will be submitted to the competent court of Amsterdam, the Netherlands, unless a mandatory provision of law designates another court, without prejudice to ATP Business Travel B.V.'s right to apply to another competent court.

The General Terms and Conditions of Supply of ATP Business Travel B.V. can be inspected, printed and downloaded at the following website: www.atpi.nl. ATP Business Travel B.V. will also provide them free of charge immediately upon request.

The Business-to-Business Conditions of the Dutch Association of Travel Agencies, the B2B Conditions, and the ANVR Travel Conditions and the ANVR Booking conditions have been filed with the Chamber of Commerce and can be inspected, printed and downloaded at the following website: www.atpi.nl and www.anvr.nl. ATP Business Travel B.V. will also provide them free of charge immediately upon request.

Schiphol-Rijk, October 2009