

General Conditions

of the departments of Events, Congresses & Meetings, Group & Incentive Travel, Sports Events, Ticketing Group Travel and Ajax Travel & Events, of ATP Specials B.V., a private limited liability company, also acting under the name ATP, the Advanced Travel Partner, having its registered office at Beechavenue 101, in Schiphol-Rijk, the Netherlands, also maintaining offices in Amsterdam, the Hague and Schiphol-Rijk, among other places. The General Conditions were filed with the Chamber of Commerce and Industry of Amsterdam under number 33.29.33.65.

1. Definitions

- 1.1 **ATP Specials:** the departments of Events, Congresses & Meetings, Group & Incentive Travel, Sporting Events, Ticketing Group Travel and Ajax Travel & Events of ATP Specials B.V., a private limited liability company, also acting under the name ATP, The Advanced Travel Partner, having its registered office at Beech Avenue 101 in Schiphol-Rijk, and maintaining offices in Amsterdam, the Hague and Schiphol-rijk, among other places.
- 1.2 **Principal:** the natural person or legal entity that is the counterparty of ATP Specials in the Agreement.
- 1.3 **Guest:** the natural person, and/or the person or persons accompanying him, to whom the service is rendered pursuant to the Agreement concluded with the Principal. Any reference to Guest or Principal in these General Conditions will refer to both the Guest and the Principal unless it necessarily follows from the wording or spirit of the provision that reference is made to only one of them.
- 1.3 **Agreement:** the agreement entered into between ATP Specials and the Principal for services to be provided by ATP Specials in the fields of travels, conferences or events in the broadest sense, such as the conclusion of any agreement on behalf of the Principal, and therefore as Intermediary, with a view to service provider providing lodging and/or meals and/or drinks and/or space and/or conference rooms and/or the grounds and/or transport and on other services and goods to the Principal, and the conclusion of a Travel Contract (within the meaning of Article 7:500 of the Dutch Civil Code) as a tour operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) with the Principal for a price payable to ATP Specials by the Principal.
- 1.5 **Service Provider:** The accommodation provider and/or restaurant business and/or audiovisual lease company and/or carrier and/or travel organiser (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) and/or other service provider with which ATP Specials has entered into a agreement for the provision of services and/or goods for or behalf of the Principal and that is responsible for the performance of the relevant service in accordance with the applicable conditions.
- 1.6 **Contract Value:** The total value of the Agreement (including tourist tax and VAT).

- 1.7 **Tour Operator within the meaning of Article 7:500 et seq. of the Dutch Civil Code):** the party carrying on a business as part of which it offers pre-organised trips in its own name to the public or to groups of people. The party carrying on a business as part of which it acts as an Intermediary of a Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) based outside the Netherlands will be regarded as the Tour Operator's counterparty (within the meaning of Article 7:500 et seq. of the Dutch Civil Code).
- 1.8 **Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code):** the Agreement in which a Tour Operator (within the meaning of Article 7:500 et seq.) agrees towards the counterparty to provide a pre-organised trip offered by the Tour Operator, which comprises a night spent or a period of more than 24 hours and at least two of the following services:
1^o. transport;
2^o. accommodation;
3^o. another tourist service that forms a significant part of the tour but is unrelated to transport or accommodation.
- 1.9 **Traveller:**
1^o. the Principal of ATP Specials; or
2^o. the party on behalf of which the trip has been ordered and that has accepted that order; or
3^o. the party to which the legal relationship with the Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) has been transferred. Any reference to Traveller or Principal in these General Conditions will refer to both the Traveller and the Principal unless it necessarily follows from the wording or spirit of the provision that reference is made to only one of them.
- 1.10 **Intermediary:** the party carrying on a business as part of which it intermediates in the conclusion of agreements for travels, conferences or events in the broadest sense, including any related advice and information

2. **Applicability**

- 2.1 These General Conditions will apply to the conclusion and content of the Agreement and all offers regarding the conclusion of an Agreement to the exclusion of any conditions used by the Principal. Nonetheless, if any other conditions apply to the Agreement, the General Conditions will prevail in the event of any conflict.
- 2.2 Variations to the General Conditions will be possible only in writing on a case-by-case basis.
- 2.3 These General Conditions will also inure to the benefit of any natural persons and legal entities retained by ATP Specials in concluding and/or performing the Agreement.

3. **Structure of the General Conditions/further definition**

- 3.1 Given the structure of the General Conditions, the capacity in which ATP Specials provides the agreed service or services has an effect on the rights and obligations of the parties.

To avoid any misunderstanding: If ATP Specials is obliged to provide a number of services under the Agreement, it should therefore be considered for each service in

what capacity ATP Specials provides that service; The various services can, therefore, be provided in various capacities. The following possibilities are conceivable:

1. ATP Specials acting as Intermediary

ATP Specials will act in that capacity in situations in which it, on the basis of the Agreement:

- a. intermediates with respect to a single service in concluding an agreement between the Principal and the Service Provider (including any related advice and information), or
- b. intermediates for a number of services that do not meet the definition of Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in concluding one or more agreements between the Principal and a Service Provider or Service Providers (including any related advice and information).

With respect to the conferences and events that ATP Specials organises for the Principal, the following should be noted. If ATP Specials makes reservations (including any related advice and information) as part of organising conferences and events, ATP Specials should be regarded as an Intermediary, unless and insofar as ATP Specials should be regarded as a Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case, there should be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code). The other services that ATP Specials provides as part of organising conferences and events, therefore services for which ATP Specials does not act as Intermediary or as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) but as actual Service Provider fall into category 3.

The Agreement with the relevant Service Provider will be entered into by ATP Specials on behalf of the Principal. With regard to the actual services rendered, the Principal will then be bound by the conditions of the Service Provider, which the latter declared applicable upon conclusion of the agreement. The Principal indemnifies ATP Specials against any claim in that respect. At the request of the Principal, ATP Specials will intermediate in obtaining those conditions for the Principal.

2. ATP Specials acting as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case a Travel Contract should be involved (within the meaning of Article 7:500 et seq. of the Dutch Civil Code)

That category is relevant if ATP Specials should be regarded as a Tour Operator under Dutch law, including European mandatory law (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), in which case there should therefore be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code).

With respect to the conferences and events that ATP Specials organises for the Principal, the following should be noted. If ATP Specials provides a number of services as part of organising conferences and events, some of them could be covered by the definition of Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) and some of them not. With regard to services that meet the definition of Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), ATP Specials should be regarded as a Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) naturally if all other conditions have been satisfied; the other services will then fall into categories 1 or 3.

3. ATP Specials not acting as Intermediary or Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider

This category involves situations in which ATP Specials provides one or more services on the basis of the Agreement in which ATP Specials does not act as Intermediary or as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) but as the actual Service Provider.

For the sake of convenience, with respect to the conferences and events that ATP Specials organises for the Principal, reference is made to the relevant provisions of Article 3.1(1).

This distinction is relevant to the rights and obligations of the parties and will also be made in the General Conditions whenever necessary and relevant.

4. The offer

4.1 Every offer made by ATP is without obligation, unless it constitutes an irrevocable offer within the meaning of Articles 6:219(3) in conjunction with 6:217(2) of the Dutch Civil Code.

4.2 An offer without obligation can still be revoked promptly after receipt of the acceptance.

4.3 The room rates stated in the offer are per room, per night and are exclusive of VAT, service charges of the relevant hotel, city tax and breakfast. The room price does not include any extra services (such as pay TV, minibar, pressing, portage and room service) and those services are not included in the offer made by ATP Specials.

4.4 The other prices stated in the offer are exclusive of VAT.

4.5 The provisions of Articles 4.3 and 4.4 will have no effect if and insofar as expressly agreed otherwise in writing on a case-by-case basis.

5. The Agreement

5.1 Even if the Principal enters into the Agreement with ATP Specials as an intermediary only, he will be jointly and severally liable in addition to his principal for all the obligations arising from the Agreement.

5.2 The Principal will provide the (further) details needed with regard to himself and his customers and/or their Guest(s) to ATP Specials on time. In the event of late reporting of the details, ATP Specials will be entitled to charge the Principal a handling fee of 2% of the Contract Value, or of the relevant part of the contract.

6. Compliance

6.1 With regard to ATP Specials acting as Intermediary

6.1.1 ATP Specials will be obliged to perform the Agreement or the agreed service or services in accordance with the expectations that the Principal may reasonably have on the basis of the Agreement.

6.2. With respect to ATP Specials acting as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case there should therefore be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code)

6.2.1 ATP Specials is obliged to perform the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in accordance with the expectations that the Principal may reasonably have on the basis of the Travel Contract.

6.2.2. If the trip does not proceed in accordance with the expectations that the Principal and/or Traveller could reasonably have on the basis of the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), ATP Specials will be liable to pay damages in the manner described in Article 14.1(ii), unless the failure in performance is not to be ascribed to it or to any person on whose assistance it relied in performing the agreement, because:

a. the failure in performance of the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) can be ascribed to the Principal; or

b. the failure in the performance of the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) was not foreseeable and could not be cured and should be ascribed to a third party that was not involved in providing the services involved in the trip; or

c. the failure in the performance of the agreement should be ascribed to force majeure within the meaning of Article 7:504(3)(b) of the Dutch Civil Code or to an event that ATP Specials or the party on whose assistance it relied in performing the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) could not foresee or cure with all due care that was taken.

6.2.3 Depending on the circumstances, ATP Specials will be obliged to provide the Traveller and/or the Principal with help and assistance if the trip does not proceed in accordance with the expectations that they could reasonably have on the basis of the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code). If the cause should be attributed to the Traveller and/or the Principal, ATP Specials will be obliged to provide help and assistance only insofar as it may reasonably be required to do so. In that case, the costs of the help and assistance provided will be at the expense of the Traveller and/or the Principal. The costs for the help and assistance provided will be at the expense of ATP Specials if the failure in performance should be ascribed to it or to any person on whose help it relied in performing the Agreement in accordance with Article 6.2.2.

6.3 With respect to ATP Specials not acting as Intermediary or Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider

6.3.1 ATP Specials is obliged to perform the Agreement or the agreed service of services in accordance with the expectations that the Principal may reasonably have on the basis of the Agreement.

7. Notice of termination by ATP Specials

7.1 With respect to ATP Specials acting as Intermediary

7.1.1. ATP Specials can give notice of termination of the agreed service or services only due to weighty reasons promptly reported to the Principal. Weighty reasons will be deemed to include any circumstances of such nature that ATP Specials cannot reasonably be required to be bound by the Agreement or the agreed service or services.

7.2. With respect to ATP Specials acting in the capacity of Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case there should be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code)

7.2.1 Without prejudice to the provisions of Article 8.2.4, ATP Specials can give notice of termination of the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) only due to weighty reasons that are promptly reported to the Principal.

7.2.2 If ATP Specials gives notice for a reason that is not to be ascribed to the Principal, it will offer the latter an alternative trip of the same or better quality. Without prejudice to the provisions of Article 7.2.3, a Principal who does not accept the offer will be entitled to a refund or waiver for payment of the travel sum or a proportionate part of it if part of the trip has already been made.

7.2.3 In the event of notice of termination, ATP Specials will reimburse the Principal's monetary damage and a sum for the loss of travel enjoyment, with due observance of the provisions of Article 1 4.1 (II), unless:

- a. ATP Specials gives notice of the Travel Contract because the number of registrations is lower than the required minimum number and the Principal was informed of the notice in writing within the term stipulated in the Travel Contract, or
- b. the notice is due to force majeure, which will not include overbooking. Force majeure as used herein will include abnormal and unforeseeable circumstances that are independent of the will of the party that invokes them and the consequences of which cannot be avoided despite all precautions.

7.3 With respect to ATP Specials not acting as Intermediary or Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider

7.3.1 ATP Specials can give notice of termination of the agreed service or services only due to weighty reasons that were promptly reported to the Principal. Weighty reasons will be deemed to include any circumstances of such nature that ATP Specials can no longer reasonably be required to be bound by the Agreement or the agreed service or services.

8. Amendment of the Agreement by ATP Specials

8.1. With respect to ATP Specials acting in the capacity of Intermediary

8.1.1. If the VAT rate is increased in the period between the conclusion of the Agreement and its performance, the increase will be at the Principal's expense.

- 8.1.2. In the event of an increase in the cost components on which ATP Specials based its prices for the goods and/or services reserved or to be supplied, which occurs after conclusion of the Agreement, ATP Specials will be entitled to charge that increase to the Principal.
- 8.2 With respect to ATP Specials acting as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case, there should therefore be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code)**
- 8.2.1 ATP Specials will be entitled to amend the agreed services in one or more material aspects due to weighty reasons that were promptly reported to the Principal. The Principal may reject the amendment. The Principal must exercise that right—at the risk of forfeiting that right—within three business days of receiving the notification.
- 8.2.2 ATP Specials will further be entitled to amend the agreed services in one or more or more immaterial respects due to weighty reasons promptly reported to the Principal. The Principal may reject that amendment only if it leads to a disadvantage of material significance for the Principal. The Principal must exercise that right—at the risk of forfeiting that right—within three business days of receiving the notification.
- 8.2.3 ATP Special will be entitled to increase the contract sum up to 20 days before the start of the trip due to changes in the transport costs, including fuel costs, payable levies or applicable exchange rates. In that case, ATP Specials will indicate the manner in which the increase will be charged. The Principal may reject the increase. The Principal must exercise that right—at the risk of forfeiting that right—within three business days of receiving the notification.
- 8.2.4 After a rejection as referred to in the previous Articles, ATP Specials may give notice of termination of the Agreement. ATP Specials must exercise that right—at the risk of forfeiting that right—within seven business days of receiving the rejection. In that case, the Principal will be entitled to a refund or waiver of payment for the travel sum or a proportionate part of it if part of the trip has already been made. If ATP Specials gives notice of termination after a rejection by the Principal within the meaning of Articles 8.2.1 and 8.2.2, ATP Specials will also pay the monetary loss and a sum for the loss of travel enjoyment to the Principal, with due observance of the provisions of Article 14.1(II) unless:
- a. ATP Specials gives notice of termination of the Agreement because the number of registrations is lower than the required minimum number and the Principal was informed of the notice in writing within the term stipulated in the Agreement, or
 - b. the notice is due to force majeure, which will not include overbooking. Force majeure as used herein will include abnormal and unforeseeable circumstances that are independent of the will of the party that invokes them and of which the consequences could not be avoided despite all precautions.
- 8.3 With respect to ATP Specials not acting as Intermediary or Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider**
- 8.3.1 If the VAT rate is increased in the period between the conclusion of the Agreement and its performance, the increase will be at the Principal's expense.
- 8.3.2 In the event of an increase in the cost components on which ATP Specials based its price for the goods and/or services to be supplied, which occurs after the conclusion of the Agreement, ATP Specials will be entitled to charge that increase to the Principal.

9. Amendments by the Principal

9.1 Amendments made to parts of the Agreement at the request of the Principal will be carried out by ATP Specials if and insofar as possible. The related costs, including the fee that is due to ATP Specials in that context, will be charged.

9.2 Unless expressly otherwise agreed in writing, the reduction in the number of participants of a trip (transport and/or accommodation) and/or conference and/or event by the Principal, will be regarded as a partial termination by the Principal and will be governed by Article 12.

10. Special provisions concerning trips (transport and/or accommodation), conferences and events

10.1 Insurances

10.1.1 ATP Specials is prepared to intermediate in the conclusion of any travel or cancellation insurance.

10.2 Documents/visa/vaccinations

10.2.1 Upon the conclusion of the Agreement at the latest, general information applicable to Dutch citizens regarding passports, visas and any health formalities will be given to the Principal by or on behalf of ATP Specials.

10.2.2 The Principal must ensure that the Traveller(s) or Guest(s) are in possession of the necessary travel documents, such as passports, visa, vaccination certificates, etc. at the time of departure and during the trip, conference or event.

10.2.3 If the Traveller or a Guest cannot make the trip and/or take part in a conference or event because those documents are missing, that will be entirely at his or her expense and/or at the expense of the Principal.

10.2.4 After the conclusion of the Agreement, the Principal himself will make the necessary inquiries with the relevant authorities and will verify well in time before departure and/or the beginning of the conference and/or event whether the information obtained earlier has been changed in the meantime.

11. Payment conditions

11.1 Unless expressly otherwise agreed in writing, payment must be made in euros to the bank account designated by ATP Specials.

11.2 Payment term:

A. Unless expressly otherwise agreed in writing and notwithstanding the provisions of paragraph B, the following will apply:

1. Within 14 days of the conclusion of the Agreement, the Principal will be obliged pay an amount equivalent to 10% of the Contract Value.

2. Not later than six months before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal must have paid an amount equivalent to 50% of the Contract Value in total.
3. Not later than six weeks before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal must have paid an amount equivalent to 100% of the Contract Value in total.
4. If the Agreement is concluded within six weeks before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the full contract value will be due immediately. ATP Specials will be entitled to vary this condition at any time if needed under the conditions of any agreement that it has concluded with a service provider for or on behalf of the Principal (stricter conditions).

B. If ATP Specials only acts as the actual service provider under the Agreement and does not also provide services as an Intermediary or Tour Operator under the Agreement (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), the Principal will be obliged to pay within 14 days of the invoice date, unless expressly otherwise agreed in writing. To avoid any misunderstanding: if ATP Specials is obliged to provide various services under the Agreement, and should be regarded as actual Service Provider for a part of them and as Intermediary or Tour Operator for another part (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), the provisions set forth in A will apply to the entire agreement, unless expressly otherwise agreed in writing.

- 11.3 Unless expressly otherwise agreed in writing, the bank charges will be at the Principal's expense. Bank charges will be all charges due by ATP Specials to the bank for amounts credited to an account, subject to a minimum of EUR 50.
- 11.4 ATP Specials will be entitled to unilaterally claim dissolution of the Agreement whenever the Principal defaults on any of the payment conditions referred to above. In that case, a settlement will take place in accordance with the provisions of Article 12 in the event of cancellation by the Principal.
- 11.5 Other amounts that are payable by the Principal under the Agreement must be paid to ATP Specials within 14 days of receipt of the invoice.
- 11.6 Challenging the amounts invoiced by ATP Specials must be reported in writing and be substantiated to ATP Specials within 10 days of the invoice date. If that is not done, the invoice will be binding. The Principal's payment obligation will not be suspended by such challenge.
- 11.7 The mere breach of any payment term will render the Principal in default without any demand or notice of default being required. In that case, the Principal will be obliged to reimburse all the judicial and extrajudicial costs in relation to the collection. The extrajudicial costs of collection will not be less than EUR 110, to be increased by the VAT payable and to be calculated on the outstanding amount in the following manner:
 - on the first EUR 3,000: 15%.
 - on the excess up to EUR 5,900: 10%.
 - on the excess up to EUR 24,000: 8%.
 - on the excess up to EUR € 59,000: 5%.
 - on the excess over EUR € 59,000: 3%.In addition, the Principal will forfeit interest at a rate of 1.5% per month on the amount payable, for which purpose a part of the month will be regarded as a whole month.

- 11.8 Regardless of any note or comment made by the Principal with regard to the payment, every payment will be deemed to reduce the debt of the Principal to ATP Specials in the following order:
- a. the costs of execution;
 - b. judicial and extrajudicial costs of collection;
 - c. interest;
 - d. damage;
 - e. the principal sum.
- 11.9 The amounts payable to ATP Specials will fall due immediately, without any notice of default being required if an application is filed for bankruptcy of the Principal, if the Principal is declared bankrupt, placed under legal guardianship, dies or assigns his estate, applies for a suspension of payments, is put under administration within the meaning of Book 1 of the Dutch Civil Code or comes under a trust and if the Principal's goods or part of them are lawfully attached by a third party. All judicial and extrajudicial costs that need to be incurred in ATP Specials' reasonable opinion in order to collect the amount due to it at that time will be at the Principal's expense.
- 11.10 If the circumstances of the case so require, ATP Specials will be entitled to require at any time that the Principal provides security for the performance. If the Principal cannot provide the required security, ATP Specials will be entitled to dissolve the Agreement unilaterally, without being liable to pay any damages of any nature.

12. Termination by the Principal

- 12.1.1 The Principal will be entitled to terminate the Agreement only against payment to ATP Specials of the following amounts:
- 12.1.2 Notice of the termination must be given by registered letter. The date of termination will be the date on which ATP Specials receives that letter.
- 12.1.3 In the even of no-show on the part of the Principal, the Principal will at all times be obliged to pay the Contract Value.
- 12.1.4 If not all of the agreed services are terminated, the following amounts will be prorated in respect of the services terminated.
- 12.1.5 The advance paid by Principal pursuant to Article 11.2 will be set off against the amounts that are due by the Principal under the following Article. The Principal must have paid the remaining amount to a bank account of ATP Specials within 14 days of receiving an invoice. Articles 11.1, 11.3, 11.6 to 11.8 will be applicable.
- 12.1.6 Unless expressly otherwise agreed in writing, the following will apply:

A. With respect to ATP Specials acting as Intermediary or as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), in which case, there should therefore be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code)

In that case, the following will apply :

1. In the event of termination not later than six months before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal will be obliged to pay 10% of the contract sum to ATP Specials.

2. In the event of termination less than six months but more than three months before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal will be obliged to pay 50% of the contract sum to ATP Specials.
3. In the event of cancellation less than three months but more than one month before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal will be obliged to pay 75% of the contract value to ATP Specials.
4. In the event of cancellation less than one month before the commencement date of the trip (transport and/or accommodation), the conference and/or the event, the Principal will be obliged to pay 100% of the contract sum to ATP Specials. ATP Specials may vary the above at any time if required to do so under the conditions of any agreement concluded with a Service Provider for or on behalf of the Principal (stricter conditions).

B. With respect to ATP Specials not acting as Intermediary or as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider

The Principal will be obliged to pay 100% of the contract value to ATP Specials

13. Force majeure

- 13.1 In the event of force majeure on the part of ATP Specials, it will be entitled to dissolve the Agreement by written notice at any time, in which case the Principal will not be entitled to any damages of any nature.
- 13.2 If ATP Specials acted as Intermediary, and a Service Provider cancels any reservation due to force majeure (including fire, flooding, earthquake or other natural disaster), the other parts of the Agreement concluded between the Principal and ATP Specials will remain in full force. With respect to the service(s) cancelled by the Service Provider due to force majeure, the Principal will be obliged to pay ATP Specials the brokerage fee for which it is eligible in respect of the cancelled service(s). Articles 11.1, 11.3, and 11.6 to 11.8 will apply to the payment of that fee. ATP Specials will be entitled to a set-off.

14. Liability

- 14.1 Any liability of ATP Specials for damage will be limited as follows:

I. With respect to ATP Specials acting as Intermediary

In that case, the following will apply:

1. ATP Specials will never be liable for acts and/or omissions of the relevant Service Provider or for the correctness of any information provided by the latter. Only the relevant Service Provider will be liable towards the Principal for the performance of the relevant service with due observance of the applicable conditions. The relevant Service Provider will be liable for all claims for damages in respect of transfers made by that Service Provider.
2. To the extent that ATP Specials itself imputably fails and the Principal incurs damage as a consequence (including damage due to loss of travel enjoyment), ATP Specials' liability will be limited to a maximum of

- 25% of the contract value of the Agreement or to the part of the Agreement to which the liability relates.
3. The liability for damage against which the Principal and/or his customer and/or Guest or Traveller have been insured (for example by means of travel insurance and/or a cancellation insurance or health insurance) and the liability for damage incurred by them in exercising a business or profession (including damage due to missing onward connections or failure to arrive at the destination on time) is excluded.

II. With respect to ATP Specials acting as Intermediary Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case there should be a Travel Contract within the meaning of Article 7:500 et seq. of the Dutch Civil Code)

If under Dutch law (including mandatory European law) ATP Specials should be regarded as a Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code and a pre-organised package tour that was subsequently offered is involved, and therefore a Travel Contract is involved within the meaning of Article 7:500 et seq. of the Dutch Civil Code), the following will apply:

1. With regard to liability for damage by reason of death of or injury to the Traveller. If a convention applies to a service included in a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), ATP can invoke an exclusion or limitation granted or allowed to it under that convention with respect to liability for damage by reason of death of or injury to the Traveller.
2. With regard to liability for damage other than that referred to in Article 14.1(II)(1) In that case, the following will apply:
 - a. If ATP Specials itself provides the services included in the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), its liability will be limited to three times the travel sum unless intent or gross negligence is involved with the knowledge that the damage is likely to arise therefrom.
 - b. Insofar as ATP Specials does not itself provide the services included in the Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil Code), its liability will be limited to three times the travel sum.
3. If ATP Specials is liable to the Principal and/or the Traveller and/or Guest for the loss of travel enjoyment, the damages will not exceed the travel sum.
4. The liability for damage against which the Principal and/or his customer and/or Guest and/or the Traveller has been insured (for example by means of travel insurance or a cancellation insurance or health insurance) is excluded.

III. With respect to ATP Specials not acting in the capacity of Intermediary or Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code); ATP Specials acting as actual Service Provider

In that case, the following will apply:

1. To the extent that ATP Specials itself imputably fails and the Principal incurs damage as a consequence, ATP Specials' liability will be limited to 100% of the Contract Value of the Agreement or of the part of the Agreement to which the liability relates.
2. The liability for damage against which the Principal and/or his customer and/or Guest or Traveller has been insured (for example by means of travel insurance and/or a cancellation insurance) and the liability for

damage incurred by them in exercising a business or profession (including damage due to missing onward connections or failure to arrive at their destination on time) is excluded.

- 14.2 Any claim to damages from ATP Specials expires one year after the time at which the claim originated.

15. Indemnification by the Principal

- 15.1 The Principal will indemnify ATP Specials against any claims from a Traveller and/or Guest and/or customer who is involved in the trip (transport and/or accommodation), the conference and/or the event by or on behalf of the Principal.

16. Intellectual property

- 16.1 ATP Specials will not be liable for any infringement of any copyright and/or patent and/or licence and/or trade mark and/or design rights owned by a third party if ATP Specials were to infringe that right by using data, documentation or objects that were made available to it or prescribed by or on behalf of the Principal for the performance of the order. The Principal indemnifies ATP Specials against any claim in that regard.
- 16.2 If the work performed by ATP Specials upon assignment leads to the creation of an intellectual property right, that right will vest in ATP Specials.
- 16.3 The Principal will not be entitled to any further or other use of the result of the assignment than the agreed use.

17. Brochure of ATP Specials

- 17.1 The data published in ATP Specials' brochure are subject to price changes, modifications and/or typing errors. The amounts quoted are based on the prices, currency rates, levies and taxes known to ATP Specials at the time the brochure was delivered for printing.

18. Complaints

18.1 With respect to ATP Specials acting as Intermediary

- 18.1.1 Complaints regarding a reservation made by ATP Specials may be submitted to ATP Specials up to one month after the end of the reserved service, or if the trip (transport and/or accommodation), the conference and/or the event did not take place, up to one month after the original departure date, date of stay, conference date or event date.
- 18.1.2 Complaints about advice and information provided by ATP Specials must be submitted to ATP Specials in writing and be substantiated within one month after the Principal becomes aware of the facts to which the complaint relates, but in any event within one year after the advice or information was provided.

- 18.2 With respect to ATP Specials acting as Tour Operator (within the meaning of Article 7:500 et seq. of the Dutch Civil Code) in which case there should therefore be a Travel Contract (within the meaning of Article 7:500 et seq. of the Dutch Civil**

Code)

- 18.2.1 If the Agreement is not performed in accordance with the expectations that the Principal or Traveller could reasonably have on the basis of the Agreement, the Principal or the Traveller will be obliged to report that as quickly as possible to the parties involved referred to in Article 1 8.2.2.
- 18.2.2 Any failure noted in the performance of the agreement within the meaning of Article 6.2 must be reported as quickly as possible to the relevant Service Provider so that it can arrange for a suitable solution. If the failure is not resolved within a reasonable term and affects the quality of the trip, that should be promptly reported to the tour management and, if there is none, to ATP Specials.
- 18.2.3 If a satisfactory solution for the failure is still not provided and the failure gives rise to a complaint, the Principal or the Traveller must report that in writing as quickly as possible to the tour management or, if that is impossible, to ATP Specials.
- 18.2.4 If a satisfactory solution for the complaint is not provided, it must be reported within one month after the trip, the conference and/or the event in writing and be substantiated to ATP Specials.
- 18.2.5 If the complaint does not relate to the performance but to the conclusion of an Agreement, it must be reported to ATP Specials within one month after the Principal or the Traveller become aware of the facts to which the complaint relates.

19. Final Provisions

- 19.1 If the Principal is default of performance with respect to any obligation arising under the Agreement, is granted a reasonable term to perform his obligation, and still fails to perform that obligation, ATP Specials will have the right to dissolve the Agreement by written notice to the Principal.
- 19.2 ATP Specials will be entitled to terminate the Agreement at any time without paying any damages if there are sufficient indications that the nature of the event to be held pursuant to the Agreement is so different from that which could be expected on the basis of the announcement made by the Principal or the capacity of the Principal and/or his Guest(s) that ATP Specials would not have concluded the Agreement if it had been aware of the real nature of the event. If ATP Specials exercises that authority after the event has begun, the Principal will be obliged to pay the services enjoyed up to that time, but will otherwise be released from his payment obligation.
- 19.3 The parties agree to one another to do everything that may reasonably be required from them.
- 19.4 If a part of the Agreement or these General Conditions is void or voidable, that will not affect the validity of the other part of the Agreement or of these General Conditions. Instead of the part that is void or declared void, a provision that most closely approximates that which is legally permitted and would have been agreed by the parties if they had been aware of the voidness or voidability will be deemed to have been agreed.
- 19.5 The Agreement and all offers regarding the conclusion of an Agreement will be governed exclusively by Dutch law.

19.6 All disputes will be submitted to the court having jurisdiction in Amsterdam, unless a different court is designated on the basis of a mandatory law provision and without prejudice to the right of ATP Specials to approach a different court having a distinction.

Schiphol-Rijk, December 2006