

TERMS & CONDITIONS – HOSPITALITY DESK HOLLAND

1. Definition of Terms

In these terms and conditions the following words shall, unless the context requires otherwise, shall have the following meanings:

- 1.1 **HospitalitydeskHolland B.V.:** HospitalitydeskHolland B.V., a private company with limited liability incorporated under the laws of the Netherlands, registered at the Chamber of Commerce Amsterdam, The Netherlands under no. 34212077, having its registered office at Amsterdam, the Netherlands.
- 1.2 **Client:** each person and/or company that requests HospitalitydeskHolland to provide services and/or each person and/or company that requests HospitalitydeskHolland to make an offer to provide Services.
- 1.3 **Parties:** HospitalitydeskHolland and Client together.
- 1.4 **Agreement:** the agreement between HospitalitydeskHolland and Client with respect to the Services to be provided by HospitalitydeskHolland.
- 1.5 **Term & Conditions:** these terms and conditions.
- 1.6 **Services:** all services to be provided by HospitalitydeskHolland upon request of the Client.
- 1.7 **Third Party Suppliers:** the third party suppliers HospitalitydeskHolland involved and/or contracts to perform the Services.
- 1.8 **Third Party Services:** the services to be provided by Third Party Suppliers.
- 1.9 **Fee:** the fee to be paid by Client to HospitalitydeskHolland as mentioned (i) in the confirmation of the request of Client to provide Services and (ii) in the offer made to Client and accepted by Client based on which the Agreement is formed (see Article 2.4).
- 1.10 **Intellectual Property Rights:** all copyrights, neighboring rights, trademark rights, database rights, patents, trade names, designs, and all other similar proprietary rights which exist in any part of the world together with (a) all applications and rights to apply therefore and (b) all renewals, extensions and revivals thereof.

2. Applicability and the Agreement

- 2.1 These Terms and Conditions apply to the Agreement and any and all offers made by HospitalitydeskHolland from time to time. Client agrees to abide by the Terms and Conditions at all times.
- 2.2 HospitalitydeskHolland reserves the right to change these Terms and Conditions from time to time. Reasonable efforts will be made to include only the current and updated version on our Website which will remain the sole version to carry legal authority. In case of any doubts on this matter, please contact HospitalitydeskHolland immediately in writing to obtain the version of the Terms and Conditions in effect.
- 2.3 The Agreement is formed at the moment that (i) HospitalitydeskHolland has confirmed the request of Client to provide Services and (ii) HospitalitydeskHolland has received an acceptance of Client of an offer made to Client.

- 2.4 HospitalitydeskHolland is permitted to involve and/or contract Third Party Suppliers to perform the Services. However, HospitalitydeskHolland cannot guarantee the level of service provided by Third Party Suppliers (e.g. hotels, restaurants, private plane operators, boat, coach and bus operators etc.). and will in no way accept any responsibility for any unsatisfactory performance by any Third Party Supplier and/or accidents / damages caused by any Third Party Suppliers that it may recommend to Client and the services of which it may book for Client. In addition, HospitalitydeskHolland will not accept any responsibility for any damage, discomfort or personal injury or death to any persons participating to the Services caused by events beyond its control such as delayed flights or trains or unforeseen events such as accidents, strikes, terrorism, unexpected bankruptcy or cessation of operation by any Supplier(s), acts of God etc.
- 2.5 In the event that any of the Third Party Suppliers agreed upon by Client needs to be changed on a last-minute basis because of lack of availability (restaurants, bars etc.) or for restrictions of time, HospitalitydeskHolland will make its best efforts to find comparable alternatives. Should these alternatives fall below expectations or entail additional costs, HospitalitydeskHolland will not be held responsible in any way and Client will reimburse HospitalitydeskHolland for any additional costs incurred as such upon the receipt of invoices from HospitalitydeskHolland for the same.
- 2.6 HospitalitydeskHolland is not responsible for any health-related situation of any of the persons participating in the Services or for any aspect of the behaviour or actions of individual persons participating in the Services that may present problems during the course of the Services (to be) provided by HospitalitydeskHolland. HospitalitydeskHolland assumes that all persons participating in the Services and or Client has obtained the necessary insurance for these purposes and will be liable for their individual and collective behavior and actions of these persons during the Services.
- 2.7 If HospitalitydeskHolland deems any request of Client and/or a client of Client for services as illegal (in any relevant jurisdiction) or immoral in our judgment, HospitalitydeskHolland will alert Client to that effect and refuse to provide or discuss further such services.

3. Client's Obligations

- 3.1 Client shall be responsible for all other obligations that are not mentioned as obligations of HospitalitydeskHolland in the Agreement.

4 Fees and costs

- 4.1 All Fees and other costs to be paid by Client to HospitalitydeskHolland are exclusive of VAT, unless stated otherwise.
- 4.2 All Fees and other costs have to be paid by Client within 14 (in words: fourteen) days after date on invoice, unless agreed otherwise.

- 4.3 All payments by Client have to be made to account number 44.1268.951 of HospitalitydeskHolland B.V., (IBAN: NL88ABNAO441268951, SWIFT CODE/ BIC : ABNANL2A) at the ABN AMRO Bank N.V. in the Netherlands for the attention of HospitalitydeskHolland B.V., stating the invoice number or have to be paid by credit card to HospitalitydeskHolland.
- 4.4 Without prejudice to any other right or remedy that HospitalitydeskHolland may have, failure to pay HospitalitydeskHolland on the due date results in additional legal interest charges. Furthermore HospitalitydeskHolland will be allowed to charge Client extra-judicial collection costs which will amount to at least 15% of the principal sum owed.

5. Term and termination

- 5.1 HospitalitydeskHolland is no longer obliged to fulfil its obligations on account of this Agreement if it has become impossible, practically infeasible, or unsafe to provide (part of) the Services as a consequence of one of the following circumstances:
- an act of God;
 - fire;
 - a riot or other demonstration or revolt in, around or in the vicinity of the location(s) where part of the Services have to be provided or elsewhere if such hampers the transport of goods or people to the location(s) where part of the Services have to be provided;
 - a strike, lock out or other problems relating to personnel of HospitalitydeskHolland;
 - a decision, writ, or regulation issued by a legal institution, government agency or public body;
 - an act of war or terrorism;
 - the absence of electricity or other essential provisions;
 - extreme weather conditions; or
 - any other circumstance beyond the control of one of the Parties.
- 5.2 In addition to Article 5.1 HospitalitydeskHolland may terminate the Agreement without liability to Client immediately upon written notice to you:
- in the event that the Client fails to fulfil its obligations under this Agreement and still fails to do so and/or the Client commits any breach of any of the provisions in this Agreement and fails to cure this breach within seven (7) days despite a written notice of default, or if the term until the start of the Services is not seven (7) days anymore: within the shorter term determined by HospitalitydeskHolland, such unless fulfilment has already become permanently impossible, in which case no notice of default is required; and/or
 - if a petition for a suspension of payments or a petition in bankruptcy has been filed against Client or Client has been granted suspension of payments or his declared bankrupt; and/or
 - in case of the Client being a natural person: the Client dies, is placed under guardianship or the Client Debt Rescheduling (Natural Persons) Act ("*Wet Schuldsanering Natuurlijke Personen*") has been ~~declared~~ applicable to Client and/or
 - if there is sufficient reason for us to believe that Client has made an arrangement with its creditors, or have otherwise taken the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) have convened a

meeting of creditors (whether formal or informal), or entered into liquidation whether voluntary or compulsory, or a resolution is passed or a petition presented to any court for the winding-up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; and/or

- e. if Client has ceased paying its creditors or if it can be assumed that the Client is no longer going to be able to pay its creditors.

6. Intellectual Property Rights

6.1 Client acknowledges that all Intellectual Property Rights made available to it in respect of this Agreement and/or the Services (and all related thereto, such as design and software) are the property of HospitalitydeskHolland and/or its licensors. Nothing in this Agreement is intended to transfer any Intellectual Property Rights to the Client and/or third parties engaged by Client and/or clients of Client.

6.2 Client shall not engage in any acts that may infringe any Intellectual Property Rights.

7. Liability and indemnification

7.1 HospitalitydeskHolland shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from (i) the Services requested, supplied or sourced by or to Client and/or Client's reliance upon the information and suggestions provided by HospitalitydeskHolland in the course of handling any requests by Client, unless such damages are caused by the wilful intent or gross negligence on the part of executive staff of HospitalitydeskHolland.

7.2 Any liability of HospitalitydeskHolland shall at all times be limited to the amount paid out in the case concerned under the liability insurance of HospitalitydeskHolland, plus the deductible that is for HospitalitydeskHolland's account under such insurance. If and to the extent that no amount is paid out under the insurance and liability of HospitalitydeskHolland has been established, such liability is limited to 50 % of the Fee mentioned above in Article 1.9.

7.3 HospitalitydeskHolland shall have no liability whatsoever for (i) loss of profits (ii) loss of business (iii) loss of goodwill and/or similar losses (iv) loss of anticipated savings (v) loss of goods (vi) loss of contract (vii) loss of use (viii) loss of corruption of data of information (x) (other) pure economic loss (xii) and/or any special indirect, consequential, costs, damages and/or charges.

7.4 HospitalitydeskHolland shall have no liability to the Client or to any Supplier for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by Client which are incomplete or incorrect, or any loss of profits, loss of business, or charges or damages incurred by Client arising from any other fault of Client (e.g. damages incurred by any members by the Client's group at any of the locations including hotels and

restaurants and bars where such damages are charged by the relevant Supplier and where the relevant Supplier(s) demand payment and/or compensation for such damages caused).

- 7.5 HospitalitydeskHolland shall have no liability to Client if HospitalitydeskHolland is prevented from or delayed in performing its obligations or from carrying on its business by events beyond its reasonable control including acts, events, omissions or accidents beyond our reasonable control, strikes, lock-outs or other industrial disputes (whether involving HospitalitydeskHolland workforce or any other party), failure of a utility service or transport network, act of God, war and terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Third Party Suppliers or sub-contractors.
- 7.6 Under no circumstances whatsoever HospitalitydeskHolland is liable for any loss or damage related to the provision of Third Party Services, whether or not such Third Party Supplier was introduced to Client by HospitalitydeskHolland or the Third Party Services arranged through HospitalitydeskHolland. Further Client hereby indemnifies and holds HospitalitydeskHolland harmless from any and all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, HospitalitydeskHolland as a result of or in connection with any claim made against HospitalitydeskHolland in respect of any liability, loss, damage, injury, cost or expense sustained by HospitalitydeskHolland or a Third Party Supplier to the extent that such liability, loss, damage, injury, cost or expense was caused by Client, relates to or arises from its provision of Third Party Services to Client and/or a client of Client.
- 7.7 Client shall be liable to pay to HospitalitydeskHolland, on demand, all reasonable costs, charges or losses sustained or incurred by HospitalitydeskHolland (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from Client's and/or from third parties engaged by Client and/or from clients of Client fraud (actual or attempted), negligence, failure to perform or delay in the performance of any of Client's obligations under this Agreement, subject to HospitalitydeskHolland confirming such costs, charges and losses to Client in writing.
- 7.8 The website of HospitalitydeskHolland, www.hospitalitydeskholland.com, may contain hyperlinks to websites of Third Party Suppliers and/or other third parties. HospitalitydeskHolland is not liable for the use or the content of the websites containing a hyperlink to the website (or the website related thereto).
- 7.9 HospitalitydeskHolland shall have no liability to clients of Client. Client shall indemnify and hold HospitalitydeskHolland harmless from any claims of clients of Client.

8. Confidentiality

- 8.1 The Parties are not permitted, either during the term of the Agreement or after its termination, to

communicate with third parties about this Agreement, in whatever way, whether directly or indirectly, or to disclose knowledge or data relating to this Agreement and/or to the company of the other Party, such in the widest sense of the word.

- 8.2 That referred to above in paragraph 1 does not apply in so far as:
- a. such communication or disclosure is required in connection with the fulfilment of the obligations on account of this Agreement;
 - b. such communication or disclosure is obligatory on the basis of legislation and regulations, a legal judgement or government decision has been declared enforceable;
 - c. the information concerned was already legally available to the public before the communication or disclosure in question;
 - d. said Party has asked the other Party for written permission for the communication(s) and/or disclosure in question, and has acquired said permission, prior to the communication(s) or disclosure concerned.
- 8.3 In the event of the situation as referred to above in Article 2.4, the Party in question is obliged to impose the same obligation of confidentiality on the third parties it engages.

9. Miscellaneous

- 9.1 Changes to this Agreement are only possible in writing and with the agreement of both Parties.
- 9.2 The titles of the articles in this Agreement are solely for the sake of convenience and do not bear any contractual or judicial meaning.
- 9.3 If one of the articles of this Agreement turns out to be null and void, the other articles of this Agreement will continue to be fully applicable and the Parties will agree on a new Article to replace the null and void Article whose content corresponds to the original Article as much as possible.

10. Choice of law and jurisdiction

- 10.1 All legal relationships and any disputes resulting from, or related to, this Agreement are subject exclusively to Dutch law.
- 10.2 Any disputes resulting from this Agreement will, in the first instance, be submitted to the competent court in Amsterdam, the Netherlands, unless Parties agree upon alternative dispute resolution like arbitration, binding third-party ruling ("bindend advies") or mediation.
- 10.2 Any dispute, controversy or claim arising out or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force, unless Parties agree upon another form of dispute resolution like settling the dispute before court - in which situation the dispute shall always be submitted to the competent court in Amsterdam, the Netherlands -, binding third-party ruling ("bindend advies") or mediation. In case of arbitration the following shall apply:



- a. the appointing authority shall be the Netherlands Arbitration Institute (in Dutch: "Nederlands Arbitrage Instituut");
- b. the number of arbitrators shall be three;
- c. the place of arbitration shall be Amsterdam, the Netherlands;
- d. the language to be used in the arbitral proceedings shall be English;
- e. the fees of the arbitral tribunal shall be fixed only after consultation with the appointing authority and in accordance with Article 39 paragraph 4 of the UNCITRAL Arbitration Rules.