



GENERAL TERMS OF BUSINESS

Art. 1 Definitions

In these General Terms of Business the following is meant by:

- Applications:** Internet / software applications developed by the NBTC, including the necessary documentation, which the NBTC places at the disposal of an Other Party on the basis of an Agreement;
- Services:** All services, activities and facilities, including Electronic Services, which on the basis of an Agreement the NBTC, or a third party commissioned by the NBTC, carries out, and / or provides on behalf of an Other Party, whether in connection with the delivery of Goods or not;
- Electronic Services:** All services relating to Internet sites (including Intranet and Extranet), including the realisation, maintenance and utilisation of Internet sites and (electronic) databases, and Applications made available by the NBTC, as well as (other) applications pertaining to advertising and promotion;
- Expiration date:** The date stated in the Agreement after which cancellation of the said Agreement is no longer possible;
- Goods:** Items and rights of property (as meant under the terms of art. 3:1 of the Civil Code), which on the basis of an Agreement the NBTC, or third parties, deliver(s) or places at the disposal of an Other Party;
- NBTC:** The Netherlands Board of Tourism and Conventions, based in Leidschendam;
- Agreement:** The written or verbal agreement between the NBTC and Other Party for the delivery and/or placing at the disposal of, Goods and/or Services (with or without Applications);
- Other Party:** The party with which the NBTC enters into an Agreement with.

Art. 2 Applicability; amendments

- 2.1 These Terms of Business apply to all Agreements, as well as to each NBTC quote. These Terms of Business also apply to possible supplementary or subsequent agreements.

- 2.2 In as much as is not agreed elsewhere in writing, a few of the Other Party's Terms of Business do not apply.
- 2.3 Amendments to the Agreement and/or divergences from that which is determined in these General Terms of Business, exclusively bind the NBTC if, and in so far as, the NBTC has emphatically confirmed the amendments or divergences in writing.

Art. 3 Realisation of the Agreement

- 3.1 Unless otherwise explicitly stated in a quote or offer, all quotes made by, or on behalf of, the NBTC, under which is understood to mean general offers incorporated into catalogues, (electronic) price lists, and other communications, are free of obligation. A free of obligation offer may be retracted by the NBTC within five (5) working days of it being made.
- 3.2 An Agreement between the NBTC and Other Party is only realised once the NBTC has explicitly accepted an offer, order or commission made by the Other Party. By explicit acceptance it is, amongst other things, understood to mean the returning of a signed document and confirmation by email.
- 3.3 The NBTC retains the right to cancel the Agreement in writing prior to the Other Party actively participating in the intended activity, or in the intended NBTC facility it is to make use of. In the event of cancellation the NBTC shall repay the Other Party that which the Other Party has already paid. The NBTC is not liable in any way for possible damage incurred by the Other Party as a result of cancellation.

Art. 4 Agreement in relation to the delivery of Goods

- 4.1 The NBTC is bound to deliver the items in accordance with the description and quantity as agreed.
- 4.2 The delivery periods stated in NBTC quotes, order confirmations, or otherwise, shall be taken into account in as much as is possible, yet transgression thereof won't bring the NBTC into default.
- 4.3 An agreed upon delivery period commences one day after the realisation of the Agreement.

- 4.4 In the event of a transgression of a delivery period the Other Party shall be entitled to request in writing that the delivery will as yet occur within a reasonable period; in default thereof, subject to that determined in art. 14, the Other Party shall be entitled to unilaterally rescind the Agreement by registered letter, for the part thereof not carried out. The Other Party does not retain this right should it be in a position of default itself.
- 4.5 The Other Party assumes all responsibility at the time of the goods being dispatched, except when a free delivery to the destination has been agreed in writing, in which case the responsibility rests with the NBTC until time of delivery at the aforementioned destination.
- 4.6 The NBTC is entitled to deliver and invoice orders in part. Each partial delivery applies as a separate delivery and the invoice pertaining to this delivery must be settled within the period stated upon it.

Art. 5 Agreement in relation to Service delivery

- 5.1 Taking the procedures and agreements determined in the Agreement into account, the NBTC is entitled to carry out, with all reasonable care, the agreed upon Services according to its own judgment.
- 5.2 When delivering Services the NBTC is entitled to make use of other materials and/or items over and above that which is agreed, in as much as the quality of the entire delivery isn't detrimentally affected.
- 5.3 The Other Party shall provide the NBTC in a timely manner with all the useful and required data and items for the execution of the Agreement. If the Other Party fails to fully provide the aforementioned data and items, or not in time, or not in accordance with agreements made, the NBTC is entitled to suspend the execution of the Agreement, and to charge all costs arising there from to the Other Party.
- 5.4 The Other Party is answerable to the completeness and accuracy of the data and items as mentioned in art. 5.3.
- 5.5 The NBTC can retain products and data provided by the Other Party, and the results of the processing thereof, until such a time the Other Party has paid all amounts owing to the NBTC.

- 5.6 Unless otherwise agreed in writing by the parties, the NBTC Internet sites may contain advertisements for, or on behalf of, competitors of the Other Party.
- 5.7 The NBTC has the right to (temporarily) suspend its Services and/or to limit the use thereof should the Other Party fail to comply with an obligation towards the NBTC, or trades in conflict with these General Terms of Business.

Art. 6 Exceptional stipulations concerning Electronic Services

- 6.1 The NBTC shall make every effort to provide optimum availability of the Electronic Services it provides, without the NBTC in fact guaranteeing this. The NBTC is entitled to:
- i. Apply improvements or other amendments to Electronic Services (including improvements or other amendments to Applications);
 - ii. (Temporarily) interrupt Electronic Service and/or to limit the use thereof, in as much as this is reasonably necessary for the maintenance, installation, and/or servicing activities, for the implementation of changes to the technical interface and/or for comparable activities;
 - iii. Deny access to the Electronic Services to the Other Party, or to limit access should the Other Party fail to comply with any stipulation of the Agreement, or of these General Terms of Business.
- 6.2 The NBTC does not guarantee the Electronic Services shall function without interruption or faults, or that all faults will (be able to) be repaired.
- 6.3 If the Other Party has entered into a maintenance agreement for Electronic Services with the NBTC, or the maintenance of Electronic Services is included in the compensation for use, the Other Party is obliged – in accordance with customary NBTC procedures – to notify the NBTC immediately and in full detail of the faults ascertained in the Electronic Services. Upon receipt of this notification the NBTC shall endeavour to repair the faults and/or bring about improvements in the newest Application versions to the best of its capability. Fault repairs shall occur at a location to be determined by the NBTC. The NBTC is entitled to introduce temporary solutions or software circumlocutions, or problem preventative restrictions to the Applications. The repair of mutilated or lost data does not come under maintenance.
- 6.4 The NBTC can charge the Other Party its customary tariffs and repair charges, should there be an instance of incorrect usage of the Electronic Services on the part of the

Other Party, including use of the Applications in combination with other software and/or hardware not deriving from the NBTC (and as such being unsuitable), or if the Applications are changed by the Other Party or third parties without the consent of the NBTC.

- 6.5 The Other Party ensures that if in the event it provides goods and/or services via Internet sites which are (co)-developed by the NBTC, or at any rate for which the NBTC has delivered a service, it will make it unequivocally clear to its (potential) client that these goods and/or services derive from the Other Party, and are not provided by the NBTC, and also that the (potential) client is notified of the Other Party's applicable Terms of Business. The Other Party is liable for the content of the information provided, with regard to the goods and/or services provided by the Other Party. The Other Party indemnifies the NBTC against claims made by third parties within this context.

Art. 7 Expiration date

- 7.1 If an Expiration date has been incorporated into an agreement, it is entitled to cancel (rescind) the Agreement in writing, prior to the Other Party actively participating in the intended activity, or making use of the intended NBTC facility. Should the Other Party cancel, it shall owe the NBTC the following cancellation costs:
- i. Upon cancellation prior to the Expiration Date stated in the Agreement the Other Party must pay the NBTC **50%** of the agreed upon price with immediate effect;
 - ii. Upon cancellation on, or after, the Expiration Date stated in the Agreement the Other Party must pay the NBTC **100%** of the agreed upon price with immediate effect.
- 7.2 Should no Expiration Date be stated in the Agreement, upon cancellation the Other Party owes the NBTC the entire agreed upon amount, with immediate effect.

Art. 8 Amendments, additional work and instructions

- 8.1 Should the NBTC have carried out activities or other works upon the request, or with prior consent, of the Other Party, which fall outside of the Agreement's remit, or which, upon delivery of Electronic Services, do not come under a maintenance agreement, it shall be endeavoured to carry out these activities in consideration of the Agreement. The activities or works as mentioned in the previous sentence will be charged to the Other Party by the NBTC in accordance with its customary

tariffs. However, the NBTC is not obliged to fulfil a similar request and can ask for a separate written agreement to be negotiated.

8.2 The Other Party is bound to follow up all amendments by the activity organiser and/or the NBTC, which stimulate the smooth running of the activity and/or the proper execution of the Agreement. The Other Party is bound to pay the NBTC for all damage and costs which arise from the entire, or partial, disregard of the aforementioned amendments. In this instance the NBTC is entitled to deny the Other Party further participation or utilisation.

8.3 The Other Party accepts that as a result of the activities or works as meant in the preceding paragraphs, the agreed upon, or expected, period of completion of the agreed upon deliveries, and the reciprocal responsibilities of the Other Party and the NBTC, may be affected.

Art. 9 Prices

9.1 All NBTC prices, unless otherwise explicitly agreed in writing, exclude:

- i. VAT and other governmental taxes or duties;
- ii. Packaging and transportation costs, and;
- iii. Travel and accommodation costs on the part of the NBTC.

These items are charged separately.

9.2 The NBTC determines the tariffs and prices of the activities it is to carry out, Services it is to provide, and Goods it is to deliver. Rises in costs which the NBTC incurs following the establishment of the Agreement, but also in relation to the execution thereof, for example, an increase in purchase prices, wages, National Insurance Contributions, transportation costs, storage costs, exchange rate values, Services by third parties or property leasing, can be charged on by the NBTC in as much as they occur more than thirty (30) calendar days following the establishment of the Agreement.

9.3 In instances where there is question of periodic lapsing of amounts to be paid by the Other Party, or which in accordance of the scheduling, i.e. the Agreement, are to be delivered within a timeframe which is at least three (3) months following the date of notification, the NBTC is entitled to amend the applicable prices and tariffs by means of a written notification, of a period at least three (3) months.

- 9.4 Should the Other Party not agree to the price and tariff amendments notified by the NBTC as meant in the preceding paragraph of this article, the Other Party is without prejudice to that determined in article 14, entitled to cancel the Agreement in writing within five (5) working days following the notification, against the date stated by the NBTC within the notification upon which the price or tariff amendment would take effect.
- 9.5 A rise in VAT or in any other governmental taxes or duties can continue to be charged on by the NBTC, in as far as is legally permissible.
- 9.6 Unless otherwise explicitly agreed in writing, the agreed upon price is listed in Euro.

Art. 10 Payment

- 10.1 Unless otherwise explicitly agreed in writing, and without prejudicing the right of the NBTC to request advance payment should the NBTC see fit, the Other Party is obliged to pay the invoice within thirty (30) calendar days of the invoice date. Payment is to occur through bank transfer, to a bank account stipulated by the NBTC, or in cash.
- 10.2 Unless otherwise explicitly agreed in writing, in the event of reimbursement owing (to an amount of EUR 5,000 or more) with regard to the delivery of Goods and/or Service, 50% shall be paid following the establishment of the agreement, and 50% upon delivery, or invoicing of the Goods and/or Service.
- 10.3 With regard to Services, such as banners, buttons and other applications pertaining to advertising and promotion, a reimbursement can be agreed upon on the basis of information to be provided by the Other Party, such as: budget, number of page views and/or registered turnover volume. In similar instances, and should the NBTC wish it, the Other Party agrees that its chartered accountant will submit an annual declaration from which it can be seen that the information provided by the Other Party for the preceding period reported for, is comprehensive and correct, so that the Other Party and the NBTC are certain that the settlement of account between both parties has occurred in the correct manner. The NBTC is entitled to commission an independent accountant to undertake supplementary investigation into the information given, in which case the costs shall be borne by the unsuccessful party.

- 10.4 The NBTC is authorised to offset amounts it has at any time claimed from the Other Party and/or businesses or institutions belonging to the group of businesses or institutions to which the Other Party belongs, for whichever reason, with amounts the NBTC at any time owes the Other Party and/or businesses or institutions belonging to the group of businesses or institutions to which the Other Party belongs. The aforementioned also applies when one of the previously mentioned businesses or institutions suspends payment or is bankrupt, or has submitted a bankruptcy request.
- 10.5 Settlement by the Other Party by means of a counterclaim is only permissible in as much as the counterclaim is explicitly acknowledged by the NBTC, or is legally determined as irrevocable. The Other Party may not suspend its obligation to pay an invoice on any grounds.
- 10.6 Should the Other Party not pay within the specified period, as stated in art. 10.1, it is deemed to be judicially in default, and the NBTC is entitled to charge the Other Party the legal interest over the entire amount due, excl. art. 6:119 of the Civil Code.
- 10.7 All judicial or extrajudicial costs incurred in relation to the recovery of (late payment) amounts owed by the Other Party, can be charged to the Other Party. These costs are deemed to be at least 15% of the agreed upon price, or a minimum amount owed of at least EUR 250.
- 10.8 All items delivered by the NBTC remain its property until such a time the Other Party has paid the NBTC the purchase price, as well as that which the Other Party owes the NBTC, on the grounds of this or other agreements. Nevertheless, the Other Party retains the right to sell items on, or to process items within the context of usual business practices, unless the NBTC has notified the Other Party in writing that these items must be placed at the NBTC's disposal with immediate effect. In such an instance the Other Party shall inform the NBTC at the time of its first request where the Goods belonging to the NBTC are to be found.
- 10.9 The NBTC has the explicit right to suspend all its obligations towards the Other Party should an amount owing not have been received in full by the NBTC.

Art. 11 Cancellation and obligations following cancellation of the Agreement

- 11.1 Should the Agreement be entered into for a fixed period, including an Agreement which by its very nature and content shall end upon the completion of a commission, the Agreement shall commence on the day it is signed, unless the Agreement

stipulates otherwise. The Agreement shall be tacitly renewed for the duration of the original period, unless otherwise stipulated in the Agreement, or the Other Party or the NBTC cancels the Agreement in writing, taking the notice period of at least three (3) calendar months into account.

- 11.2 Should the Agreement be entered into for an unfixed period, it may be cancelled in writing by each party following proper, business consultation, along with a summation of reasons, unless otherwise stipulated in the Agreement. In the event no explicit notice period has been agreed between the parties, a reasonable notice period must be taken into account, one which shall never be shorter than one month. The parties shall never be bound to any damage compensation as a result of a cancellation.
- 11.3 The NBTC is authorised to opt to suspend the entire or partial execution of the Agreement, or to entirely or partially rescind the Agreement by written notification, without judicial mediation (without the NBTC being bound to any form of damage compensation or guarantee) in the event of:
- i. Breach or non-compliance of the conditions outlined in this agreement on the part of the Other Party, and the breach or non-compliance in the event of being able to be redressed, failing to be redressed within thirty (30) calendar days following notification by the party concerned demanding a similar redress;
 - ii. Suspension of payment or declaration of bankruptcy on the part of the Other Party, or a request for it;
 - iii. Sale or termination of the Other Party's business, or an amendment to its control;
 - iv. Appointment of guardian or placement under administration of the Other Party;
 - v. Decease of the Other Party, or;
 - vi. Seizure of an important part of the Other Party's stock or of items intended for the execution of the Agreement.
- 11.4 The NBTC can rescind the agreement in writing, with immediate effect, and cut off access to its Services if:
- i. Third party (or parties) to the Other Party use, or have used, Goods and/or Services made available by the NBTC, without the NBTC's consent;
 - ii. One or more NBTC sub-contractors no longer make Goods (required for the Services) available, or the conditions under which placing items at the NBTC's disposal occur, change in such a way that the

continuance of service provision on the part of the NBTC to the Other Party can not in all reason be expected of the NBTC.

- 11.5 In the event of a cancellation of the Agreement on the basis of this article, any claim the NBTC has made on the Other Party becomes claimable with immediate effect.
- 11.6 Upon the termination of the Agreement the Other Party shall return all Goods in its possession to the NBTC with immediate effect, including Application bearers and NBTC documents and other data. Should it have been agreed that upon the termination of the Agreement the Other Party shall destroy the Goods in question, the Other Party is to notify the NBTC in writing of the aforementioned eradication with immediate effect.
- 11.7 Upon the termination of the Agreement all rights and obligations on the part of both parties shall cease, including rights of use of the Other Party on Goods and Applications, with the exception of the rights and obligations which due to their very nature shall continue, uch as the obligations outlined in art. 15. Upon the termination of the Agreement pending laimable (user) compensations remain outstanding by the Other Party to the NBTC.
- 11.8 In the event the Other Party, despite the cessation of rights of use on Goods and/or Applications as meant in the previous article, continues to utilise them, the Other Party shall owe, without proof of default or judicial mediation being required, the NBTC a claimable penalty of five thousand (€5,000) for every day (a day part is calculated as a whole day) that this utilisation continues.

Art. 12 Shortcomings

- 12.1 The Other Party is bound to inspect Goods and/or Service delivered by the NBTC immediately after delivery, or completion, for possible shortcomings in terms of quantity, deviation from specifications and for other (discernible) shortcomings.
- 12.2 The Other Party is bound to notify the NBTC of any discerned shortcomings within fourteen (14) calendar days following delivery or completion. This notification must occur in writing and be accompanied by a description of the discerned shortcomings. One thing and another applies under penalty of expiration of all rights to appeal on shortcomings which, within reason, could have been discovered upon meticulous inspection within the aforementioned period.

- 12.3 Shortcomings which couldn't have been discerned within reason at the time of inspection, yet which are discovered within three (3) months following delivery or completion, must be notified in writing to the NBTC by the Other Party within twenty four (24) hours following the time of discovery. No appeal by the Other Party can be made to the NBTC for shortcomings which are highlighted three (3) months after delivery or completion.
- 12.4 Shortcomings as meant in articles 12.2 and 12.3 are, in as much as the shortcomings can be demonstrably attributed to the NBTC, rectified free of charge by the NBTC by deciding to (i) restore the Goods as quickly as possible, and/or (ii) place substitute Goods at the Other Party's disposal at their own cost and as quickly as possible, and/or (iii) deliver substitute Services to the Other Party, and/or (iv) reduce the cost in accordance with the loss of value the shortcoming caused the Other Party.
- 12.5 Unless otherwise explicitly stipulated in writing, rights to claim by the Other Party towards the NBTC in respect of the execution of the Agreement expire twelve (12) months following this execution has been completed on the part of the NBTC.

Art. 13 Guarantees and liability

- 13.1 The NBTC does not guarantee that the delivered Goods or Services, or those made available are faultless, that they shall effect a certain result, that they meet the demands of the Other Party, or that they are suitable for the Other Party's intended purpose.
- 13.2 In as far as nothing else arises over and above the binding law, the NBTC isn't liable for any damage other for that which is stated in this article, in any which way.
- 13.3 Namely, the NBTC is not liable for:
- i. Direct damage arising from (temporary) inaccessibility of the Electronic Services as a result of circumstances non-attributable to the NBTC, such as maintenance and/or Internet disruptions or the telecommunication infrastructure of any provider, or damage resulting from computer viruses;
 - ii. Damage as a result of claims made by third parties which may arise from a breach on the part of the Other Party on any intellectual rights of ownership of these third parties;
 - iii. Damage as a result of claims made by third parties due to the processing of personal data on the part of the Other Party which

contravene legislative stipulations regarding personal data protection, in so far as this personal data has been obtained through the execution of an Agreement;

- iv. The security of data stored by the Other Party on NBTC systems;
- v. Damage as a result of inaccuracy, incompleteness or unlawfulness of the content of (selected) data made available to the Other Party.

13.4 The NBTC's liability for damage incurred by the Other Party as a result of the NBTC, or a person for whom the NBTC is legally liable for, fails to comply with the Agreement, or in connection with the execution of an Agreement, committing an unlawful act, is limited as follows:

- 1) Damage resulting from damage, destruction or loss of Other Party's items, including damage to computer programmes and loss of data files, or damage injurious to the Other Party, will be collectively compensated to a maximum amount of EUR 100,000 (one hundred thousand Euro), per incident, or collection of incidents deriving from the same cause, on the proviso the NBTC has concluded insurance compensation cover;
- 2) Damage other than as meant under (1) will be compensated per Agreement, in total up to 50% of the entire net compensation due (the gross total due minus VAT and other potential governmental taxes or duties), owed by the Other Party under the Agreement, yet with a maximum of EUR 100,000 (one hundred thousand Euro).

13.5 Should the Other Party incur damage pertaining to a matter for which the NBTC has concluded transportation / accommodation insurance, then the NBTC can only be approached for damages if, and in as much as, the insurer concerned pays out compensation for the damage to the NBTC.

13.6 Liability on the part of the NBTC is excluded for indirect damage, including resulting damage, loss of profit, missed savings and damage for business stagnation.

13.7 The damage as meant in article 13.4 only qualifies for compensation should this have been notified to the NBTC in writing within twenty one (21) calendar days of the Other Party having been able to discover said damage, within all reason. A claim by the Other Party on the NBTC in relation to damage expires after one (1) year after the cause of the damage.

- 13.8 The NBTC is not liable for damage which the Other Party incurs as a result of use of the Goods and/or Services delivered, or made available, by the NBTC by third parties. The Other Party indemnifies the NBTC against all claims made by third parties in relation to the Agreement. This indemnification also concerns all damage and costs which the Other Party incurs, or makes, in relation to such a claim.
- 13.9 If, and in as much as, the NBTC involves one or more third parties in the compliance of its obligations and those third parties cause damage, the NBTC is only liable in as far as the NBTC would have been so on the basis of these General Terms of Business if the NBTC had caused the damage themselves.
- 13.10 As agreed this article applies to damage claims transferred from third parties to the Other Party, relating to an incident which by rights is attributable to the NBTC.

Art. 14 Force Majeure

- 14.1 Should the NBTC fail to comply with any obligation towards the Other Party the aforementioned shortcoming can not be attributed to the NBTC, nor is it in default, should the shortcoming have been impeded or made impossible by circumstances, unforeseen or otherwise, which lay beyond the NBTC's power (force majeure), such as, but not limited to, acts of war, uprisings, strikes, occupation, blockades, transportation obstruction, energy disturbances, disturbances in relation to Internet connection, disturbances to the telecommunication supplier's telephone network, illness on an unusual scale, bad weather or natural disaster, domestic or foreign governmental measures, or third party cancellations.
- 14.2 In the event of force majeure the NBTC is authorised to suspend the execution of the Agreement until the point in time compliance is no longer impeded or made impossible. In the event of a force majeure incident lasting longer than one (1) month in relation to the delivery of items, or two (2) months in relation to the delivery of Services, both parties have the right to entirely or partially rescind the Agreement without judicial mediation, nor being bound to any form of damage compensation. That which has already been executed in accordance with the Agreement will be settled up on a pro rata basis, without either party owing any more to the other.

Art. 15 Intellectual property rights and confidential information

- 15.1 All current and future property rights which, pursuant to the Agreement, exist or arise from developed Applications, Goods, Services and data delivered and/or made available by the NBTC, including (database) details, analyses, designs, documentation, reports, or quotes, rest exclusively and globally with the NBTC and its licensors. In as much as is necessary (and judicially possible), the Other Party will hereby transfer all current and future property rights to the NBTC
- 15.2 All goods used by the NBTC in the execution of the Agreement, including designs made by a third party (such as a stand lay-out at an exhibition) remain the (intellectual) property of the NBTC, even if the Other Party has paid a sum to the NBTC and/or a third party for the development or acquisition thereof.
- 15.3 The Other Party obtains exclusive user rights and authority allocated either in the Agreement and/or these General Terms of Business. User rights are non-transferable. The Goods, Services, Applications and data delivered and/or made available by the NBTC may only be exclusively used by the Other Party in its own company or organisation, and only in the way and purpose as permitted in the Agreement.
- 15.4 Unless the NBTC has given prior written consent, the Other Party may not alienate, encumber or lease and/or (sub)-licence any Goods and Applications (including the bearers they are affixed to) made available to them, nor make them in any other way available to third parties.
- 15.5 The Other Party may only introduce amendments to the Goods, Services or Applications made available to them, with prior written consent by the NBTC.
- 15.6 If, and in as much as, the NBTC has undertaken technical measures to safeguard Applications, the Other Party is not entitled to remove or evade this security. Should the security measures result in the Other Party not being able to make a back-up copy, upon the request of the Other Party the NBTC shall make a back-up copy available to the Other Party.
- 15.7 The Other Party is forbidden to remove or amend any specifications concerning copyrights, brands, trade names or other intellectual property rights arising from the Goods or Applications. The same applies for specifications concerning the confidential nature of Goods, Applications and/or data.

- 15.8 The Other Party indemnifies the NBTC for each legal claim relating to the Goods, Services and/or Applications which breach any (intellectual property) rights of third parties, if and in as much as, the claim results from changes the Other Party has made, or has had made by third parties, to Goods, Services and/or Applications without the consent of the NBTC, or if the Other Party has used the Goods, Services and/or Applications in another way, one as such unauthorised by the NBTC.
- 15.9 The Other Party, along with their employees and others brought in by the Other Party, are obliged, both during and after the termination of the Agreement, to observe confidentiality towards third parties with regard to all documents and other information obtained by the Other Party within the context of the Agreement, and that which is deemed confidential by the NBTC, or of which the Other Party is to perceive its confidentiality within reason, unless the use by, or publication to, third parties of this confidential information necessary for the execution of the Agreement is explicitly consented to by the NBTC in writing, or the confidential information has already been publicised in another way by, or on behalf of, the NBTC (other than as a result of a breach of confidentiality obligations towards the NBTC).
- 15.10 All goods necessary to the NBTC in the execution of the Services and which are delivered by the Other Party, must be prepared and delivered in concurrence with all the stipulations as laid out by the NBTC. The NBTC acquires unlimited user rights to similar goods, unless the Agreement stipulates otherwise. If goods delivered by the Other Party for the execution of the Agreement will be processed and/or included in NBTC goods, NBTC retains the unlimited user right to return said goods to the Other Party at the end of the Agreement, free of obligation.

Art. 16 Legislative stipulations

- 16.1 When utilising the Services (incl. Applications) and Goods delivered and/or made available by the NBTC, the Other Party will continuously adhere to all applicable legislative stipulations and other regulations (including the Advertising Code).

Art. 17 Transfer of rights and obligations

- 17.1 The Other Party may only transfer rights and obligations arising from the Agreement, or have rights taken over by third parties, with prior written consent from the NBTC.

Art. 18 Applicable rights and court of jurisdiction

- 18.1 Dutch law exclusively applies to the Agreements, with the exception of the CISG (United Nations Convention on Contracts for the International Sale of Goods).
- 18.2 All disputes arising from, or in relation to, offers, agreements or deliveries upon which these General Terms of Business apply, are decided by the court of jurisdiction in 's-Gravenhage. The NBTC however remains authorised to submit disputes to the court, who without that which is mentioned in the previous sentence will be authorised to acquaint itself with the parties' differences.

Art. 19 Invalidity of one or more stipulations

- 19.1 The invalidity of any stipulation within the Agreement or within these General Terms of Business takes no precedence over the remaining stipulations within this Agreement or the General Terms of Business.
- 19.2 If, and in as much as, under the given circumstances any stipulation of the Agreement or of the General Terms of Business is to be deemed unreasonably prejudicial, unacceptable or invalid, a stipulation will apply between both parties, which shall qualify and be acceptable in all circumstances, and will best meet the purpose of the, in this instance, inapplicable stipulation.

The Netherlands Board of Tourism and Conventions is registered at the Haaglanden Chamber of Commerce in s-Gravenhage, under number 27192610. The General Terms of Business were filed under the aforementioned number on the 26th January 2004.