

**GENERAL TERMS AND CONDITIONS of PARTNERS & SAM! B.V.,
Based in (1016 DX) Amsterdam, Keizersgracht 206,
Registered Chamber of Commerce nbr 33246123
Hereinafter to be called: PARTNERS & SAM!**

Article 1. Definition

The following terms shall have the following meanings assigned to them in these general terms and conditions, and in any agreement to which they apply:

1.1 Agreement:

An agreement between client and PARTNERS & SAM! to organise or execute an event related service or services against an agreed fee.

1.2 Event:

The event or trip, organised or executed by PARTNERS & SAM!, in which accommodations, transport, catering, programs and other arrangements are offered, inclusive all of the therewith necessary activities and services, and all in the broadest sense of the word.

1.3 Customer:

The (legal) person who has commissioned PARTNERS & SAM! to offer, organise, or execute and/or to mediate an event for this (legal) person, their guests and/or other third person(s).

1.4 Guest:

The natural person(s) entitled to one or more services based on a agreement entered into with the customer. Wherever the general conditions speak of guest, or customer, this refers to both guest and customer, unless it is clear from the content and implication of the clause that only one of the two can be intended.

1.5 Total Reserved Value (hereinafter to be called TRV)

The total expected turnover of PARTNERS & SAM! including service charges and applicable taxes, relating to an agreement concluded with a customer.

1.6 Cancellation:

The written notice by the customer to PARTNERS & SAM! that one or more of the agreed services is no longer required in part or in full, or the written notice by PARTNERS & SAM! to the customer that one or more of the agreed services shall no longer be provided in part or in full.

1.7 No Show:

The failure of a guest or customer, without prior cancellation, to make use of one of the services provided on the basis of an agreement.

1.8 Turnover Guarantee

A written declaration from the customer that PARTNERS & SAM! will realise a certain minimum turnover from one or more agreements.

Clause headings are used exclusively for reference purposes. No rights may be derived from these.

Article 2. Applicability of terms and conditions

2.1 These general terms and conditions shall apply to all agreements, as well as all offers relating to the making of such agreements, between PARTNERS & SAM! and the customer and do exclude all other general terms and conditions.

2.2 Any other stipulations or general terms and conditions adopted by the client shall apply only if and in so far as these have been explicitly agreed to in writing by PARTNERS & SAM!.

2.3 These General Terms and Conditions are applicable and valid for all natural and legal persons PARTNERS & SAM! is using or will be using for the execution of an agreement.

Article 3. Execution of an agreement

3.1 PARTNERS & SAM! can at any time and for any reason refuse to enter into an agreement.

3.2 All offers presented by PARTNERS & SAM! in connection with the making of an agreement are without obligation and conditional "on the supply (or capacity) being adequate".
If S PARTNERS & SAM! invokes the said restriction within a period which can be considered reasonable in the circumstances following the customer's acceptance of the offer then the intended agreement shall be considered not to be made.

3.3 If PARTNERS & SAM! has granted the customer (option holder) a right of first refusal, this right cannot be revoked, except if and insofar as another potential customer makes an offer to PARTNERS & SAM! to enter into an agreement concerning all or part of the services due in the option. In that case the option holder must be informed of this offer by PARTNERS & SAM!, whereupon the option holder must state whether or not he wishes to take up the right of first refusal. If the option holder does not give notice that he wishes to take up the right of first refusal then this right shall lapse. A right of first refusal can only be granted in writing.

Article 4. General obligations PARTNERS & SAM!

4.1 PARTNERS & SAM! shall execute every agreement to the best of its abilities, except when the execution of the agreement is clearly unjustified and/or the customer does object to this execution.

4.2 PARTNERS & SAM! shall be entitled to call in the help of others in and for the execution of the agreement at all times.

4.3 If what was originally agreed to is deviated from during the execution of the agreement at the request of the client, and agreed by PARTNERS & SAM!, the extra costs shall be charged to the principal based on subsequent calculation.

4.4 PARTNERS & SAM! is, without prejudice to the stipulations in the following articles, bound to provide the agreed services at the agreed times in the manner customary of SAM! Destination & Event Management.

4.5 The obligation mentioned in Article 4.4 does not apply:

- in the event of force majeure on the side of PARTNERS & SAM! as defined in Article 11;
- if the guest fails to arrive or arrives more than an hour late without notice;
- if the customer's payment of the guarantee deposit/interim payment referred to in Article 6 is not made in good time;
- if the customer fails to provide a Turnover Guarantee in good time, despite a request to do so;
- if the customer in any other way fails to fulfil all his obligations towards PARTNERS & SAM! in whatever respect.

Article 5. Suspension / cancellation

5.1 Cancellation by customers, general

5.1.1 The customer is not entitled to cancel an agreement, unless he at the same time makes a binding offer to pay the amounts fixed below. Every cancellation is considered to include such an offer. Such an offer is considered to be accepted if PARTNERS & SAM! does not reject the offer forthwith. Cancellation should take place in writing and be dated. The customer cannot derive any rights from a verbal cancellation. The stipulations in Article 5 apply without prejudice to the stipulations in other articles.

5.1.2 The stipulations in the Articles 9 and 10.6 also apply to cancellations.

5.1.3 In the event of No-show, the customer is in all cases required to pay the Total Reserved Value.

5.1.4 Any amounts which PARTNERS & SAM! already owes to third parties at the time of cancellation based on the cancelled agreement must at all times be fully reimbursed by the customer to PARTNERS & SAM! provided PARTNERS & SAM! has not acted unreasonably in entering into the commitments in question. Also client is obliged to reimburse all internal costs made at the time of cancellation by PARTNERS & SAM!, for the execution of the agreement.

5.1.5 The following cancellation policy applies, unless specifically agreed otherwise in writing.

5.1.6 If a reservation for **hotel accommodation, either with or without breakfast, and meeting rooms is** made, for a group then the following applies to the cancellation of this reservation.

- In case of cancellation more than 7 months before the time when the first service should be provided under the terms of the agreement, hereinafter called "the commencement date", the customer is obliged to pay 10% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 5 months but less than 7 months before the commencement date, the customer is obliged to pay 15% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 4 months but less than 5 months before the commencement date, the customer is obliged to pay 25% of the TRV to PARTNERS & SAM! .
- In case of cancellation more than 3 months but less than 4 months before the commencement date, the customer is obliged to pay 35% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 2 months but less than 3 months before the commencement date, the customer is obliged to pay 50% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 1 month but less than 2 months before the commencement date, the customer is obliged to pay 75% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 7 days but less than 1 month before the commencement date, the customer is obliged to pay 90% of the TRV to PARTNERS & SAM!.
- In case of cancellation within 7 days or less (day 7 inclusive) before the commencement date, the customer is obliged to pay 100% of the TRV to PARTNERS & SAM!.

5.1.7 If a reservation for **hotel accommodation** is made, either with or without breakfast, for a group then the following applies to the cancellation of this reservation.

- In case of cancellation more than 3 months before the time when the first service should be provided under the terms of the agreement, hereinafter called "the commencement date", the customer the customer is obliged to pay 10% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 2 months but less than 3 months before the commencement date, the customer is obliged to pay 25% of the TRV to PARTNERS & SAM!.

- In case of cancellation more than 1 month but less than 2 months before the commencement date, the customer is obliged to pay 45% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 15 days but less than 1 month before the commencement date, the customer is obliged to pay 70% of the TRV to PARTNERS & SAM!.
- In case of cancellation more than 8 days but less than 15 days before the commencement date, the customer is obliged to pay 95% of the TRV to PARTNERS & SAM!.
- In case of cancellation within 7 days or less (day 7 inclusive) before the commencement date, the customer is obliged to pay 100% of the TRV to PARTNERS & SAM!.

5.1.8 If a reservation for only a **restaurant** is made for a Group then the following applies to the Cancellation of that reservation:

1. if a menu has been agreed:

in case of Cancellation more than 21 days before the reserved time no payment is due;

in case of Cancellation 21 days or less but more than 14 days before the reserved time the Customer shall pay 25% of the Reservation Value;

in case of Cancellation 14 days or less but more than 7 days before the reserved time the Customer shall pay 50% of the Reservation Value;

in case of Cancellation 7 days or less but more than 3 days before the reserved time the Customer shall pay 85% of the Reservation Value.

in case of Cancellation 3 days or no show the Customer shall pay 100% of the Reservation Value;

5.2. In the event that not all the agreed services are cancelled, applicable on 5.1.6, 5.1.7 and 5.1.8, the conditions below apply **pro rata** to the services that are cancelled.

5.3.1 PARTNERS & SAM! Is at all times entitled to cancel an agreement, without being obliged to pay the aforementioned amounts, if there are sufficient indications that the gathering to be held is of such a different character from what might have been expected on the grounds of the customer's statement or on the grounds of the capacity of the customer or guests, that PARTNERS & SAM! would not have concluded the agreement, if it had been aware of the actual nature of the gathering. If PARTNERS & SAM! exercises this right after the gathering in question has started, the customer shall be obliged to pay for the services provided up to that point in time, inclusive any costs related to services for the gathering (inclusive third parties).

5.3.2 Instead of exercising its right referred to in 5.3.1, PARTNERS & SAM! is entitled to set additional requirements for the course of the gathering in question. If there are sufficient indications that these requirements are not being (or will not be) fulfilled, PARTNERS & SAM! shall still be entitled to exercise the right referred to in 5.3.1.

5.3.3 If and insofar PARTNERS & SAM! also acts as a tour/travel organizer in the legal sense, the following shall apply with regard to travel agreements in the legal sense. PARTNERS & SAM! may change an essential point in the travel agreement, owing to important circumstances that are immediately reported to the customer. PARTNERS & SAM! may also change a non-essential point in the travel agreement, owing to important circumstances that are immediately reported to the customer.

Up to twenty days before the commencement of travel, PARTNERS & SAM! may increase the cost of the trip in connection with changes in the cost of transport, including fuel costs, the levies that are due, or the applicable exchange rates. If the traveller refuses to accept any such change, PARTNERS & SAM! may cancel the travel agreement.

Article 6. Guarantee deposit and interim payment

6.1 PARTNERS & SAM! can at any time require the customer to deposit or arrange to have deposited with PARTNERS & SAM! a guarantee deposit amounting at most to the Total Reservation Value less any interim payments already made. Guarantee deposits received shall be subject to proper accounting procedures, shall serve exclusively as security for PARTNERS & SAM! and definitely do not count as already realised turnover.

6.2 PARTNERS & SAM! may recover all sums owed by the customer on any account out of the amount deposited in accordance with the previous clauses. The balance must be repaid to the customer by PARTNERS & SAM! immediately.

6.3 PARTNERS & SAM! shall be entitled to charge deposit payments for the agreed TRV before and during the execution of the agreement. These advanced payments will be charged, unless stated otherwise, as follows:

- 100% deposit payment of TRV latest 1 month before commencement date, for clients based outside The Netherlands.

Article 7 Turnover Guarantee

If a Turnover Guarantee is issued, the customer is obliged to pay PARTNERS & SAM! at least the sum determined in the Turnover Guarantee in respect of the agreement(s) concerned.

Article 8. Liability PARTNERS & SAM!

8.1 The exclusion of liability in this clause does not apply insofar as PARTNERS & SAM! has received a payment from an insurance company or from another third party relating to the risk that has materialised.

8.2 PARTNERS & SAM! is not liable for damage or loss of goods.

8.3 PARTNERS & SAM! is never liable for any damage whatsoever suffered by the customer, the guest and/or third parties unless the damage is caused intentionally or PARTNERS & SAM! is grossly at fault. PARTNERS & SAM! is never liable for any damage caused by force majeure as stated in article 11.

8.4 In no case is PARTNERS & SAM! obliged to pay a higher sum in compensation than:

* the Total Reserved Value or, if that is more, the amount paid out by PARTNERS & SAM! 's insurer to PARTNERS & SAM! for the damage, or the compensation for the damage received from another third party.

8.5 PARTNERS & SAM! is never liable for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect or any feature or circumstance on or in any moveable or immovable property which PARTNERS & SAM! is looking after, holding on a long or short lease, hiring or which it owns or which is in any other way at the disposal of PARTNERS & SAM!, except if and insofar as the damage is caused intentionally or PARTNERS & SAM! is grossly at fault.

8.6 The customer indemnifies PARTNERS & SAM! in full against any claim, by whatever name, which the guest and/or any third party may lodge against PARTNERS & SAM!, if and insofar as this claim has any connection in the broadest sense with any service to be provided or which has been provided by PARTNERS & SAM! under the terms of any agreement with the customer or has any connection with the accommodation where such a service was provided or was to be provided.

8.7 The liability to indemnify referred to in Article 8.6 also applies if the agreement with the customer and/or the guest is cancelled in full or in part for any reason.

Article 9 Liability of the guest and/or customer

The customer and the guest and anyone accompanying them are severally liable for all damage which has occurred and/or may occur to PARTNERS & SAM! and/or to any third party as a direct or indirect result of any non-fulfilment of obligations (culpable deficiency) and/or wrongful action, including breaking the house rules, committed by the customer and/or the guest and/or anyone accompanying them, as well as for all damage caused by any animal and/or any substance and/or any article which is in their possession or which is under their supervision.

Article 10 - Settlement of accounts and payment

10.1 The customer has to pay the price fixed in the agreement or, insofar as the agreement was signed more than three months before the time when the services arising out of that agreement have to be provided, the prices which apply at the time that the service(s) has/have to be provided. Tariff changes in turnover tax, social insurance premiums, wage tax or any other government taxes, or changes in third-party prices, will be charged on to the customer by PARTNERS & SAM!.

10.2 All accounts, including accounts relating to cancellation or no-show, are due for payment by the customer and/or guest at the time they are presented to him. The customer is responsible for payment within 14 days unless otherwise agreed in writing.

10.3 If an invoice is sent out for an account which is below € 150, - according to the conditions in the third sub article, PARTNERS & SAM! may add € 15,- for administration costs to the account. The stipulations in this article correspondingly apply to that amount.

10.4 If during the execution of an event and/or trip extra costs are made by the customer or guest and these costs are charged to the master account, PARTNERS & SAM! will apply a handling and administration fee of 10% over these charges.

10.5 Banking costs for international money transfers and foreign currency exchanges will be charged to the customer.

10.6 Queries and/or complaints regarding invoices should be communicated to PARTNERS & SAM! no later than 10 days after invoice date.

10.7 The guest and the customer are severally liable for all amounts which one or both of them may owe PARTNERS & SAM! on any account. Neither of them may appeal to benefit of exclusion. Except where stipulated otherwise, agreements are considered to be concluded jointly on behalf of every guest. By turning up the guest acknowledges that the customer was competent to represent him in concluding the relevant agreement.

10.8 If an invoice is sent out, PARTNERS & SAM! is at all times entitled to add an extra 2% to the invoice to cover the restriction of its credit, which is removed if the customer pays the invoice within fourteen days.

10.9 If the customer is in default he must reimburse PARTNERS & SAM! for all costs, both judicial and extrajudicial, arising from collection. The set level of extrajudicial collection costs is at least 15% of the principal amount owed, with a minimum of € 150.- all to be increased by the VAT due on that amount.

10.10 Over and above this, if the customer is in default he will be charged interest at 2% above the legal interest rate. When the amount of interest due is calculated, part of a month is counted as a full month.

10.11 Payment shall take place in Euros. If PARTNERS & SAM! accepts foreign instruments of payment then the market exchange rate in force at the time of payment shall apply. PARTNERS & SAM! may charge administration costs amounting to a maximum of 10% of the amount offered in foreign currency. PARTNERS & SAM! can effectuate this by adjusting the market exchange rate then in force by a maximum of 10%.

Article 11 Force Majeure

11.1 Force majeure for PARTNERS & SAM!, which means that any deficiency caused by this cannot be attributed to PARTNERS & SAM!, shall be defined as every foreseen or unforeseen, foreseeable or unforeseeable circumstance which interferes with the fulfilment of the agreement by PARTNERS & SAM! to such an extent that the fulfilment of the agreement becomes impossible or difficult. This article also applies on automation and/or communication failures.

11.2 Such circumstances are also understood to include such circumstances involving persons and/or services and/or institutions which PARTNERS & SAM! is planning to use in fulfilling the agreement.

11.3 If one of the parties to an agreement is not in a position to fulfil any obligation in that agreement, he is obliged to inform the other party of this as soon as possible.

Article 12. Applicable law and disputes

12.1 Agreements shall be governed exclusively by the laws of the Netherlands.

12.2 Any dispute between PARTNERS & SAM! and the customer shall be exclusively subject to the jurisdiction of the court in Amsterdam.

12.3 All claims from the customer become barred after one year as elapsed from the time of their origination.

12.4 The nullity of one or more articles in these general terms and conditions does not affect the validity of all the other clauses. If a clause in these general terms and conditions turns out to be invalid for any reason, then the parties are assumed to have agreed a valid replacement clause which comes as close as possible to the meaning and scope of the invalid clause.

Article 13. Travel Agency Legislation

This legislation is applicable to all travel providers, even if they are not a formal travel agency, who offer under own name, travel services for which they purchase different travel components from other entrepreneurs. In this new legislation the Dutch agency is obliged to pay 21/121e part of Dutch VAT of the achieved profit margin and 0% VAT if the purchased components of the journey are taken place outside the EU.

The profit margin is the difference between the selling price inclusive VAT of the trip minus the costs of purchased goods and/or services from suppliers, purchased for the travellers benefit.

The VAT paid on goods and services cannot be deducted by the agency.

When invoicing a travel service to a client, the VAT cannot be stated.

The invoice should state that the TRAVEL AGENCY LEGISLATION or VAT MARGIN INVOICE is applicable.

Purchased travel components for and by a customer/entrepreneur and offered and sold under own name P&S is a travel service. The following services are qualified as travel components: transportation, (hotel) accommodation or both.