

GENERAL TERMS AND CONDITIONS CICX Management B.V.

DEFINITIONS

Article 1

In these General Terms & Conditions, the following terms have the following meanings:

1. *CICX*: the private company with limited liability CICX Management B.V., listed in the Commercial Register of the Chamber of Commerce in Amersfoort, operating a.o. under the trade name Destination Management Holland, and any and all persons, legal entities and trading companies affiliated with it, hereinafter referred to as CICX
2. *Client*: The natural person or legal entity that has requested that CICX provide information and/or a quotation and/or an offer and/or has ordered it to perform activities.
3. *Activities*: All the activities that have been ordered or that, arising from or directly related to the agreement, are performed or should be performed, all of this in the broadest sense of the word and, at any rate, comprising the activities as mentioned in the agreement.
4. *Agreement*: Any agreement between the client and CICX that activities be performed by CICX for the client's benefit.

APPLICABILITY

Article 2

1. These general terms and conditions apply to any and all offers, special actions, quotations and agreements provided by CICX within the sphere of its enterprise.
2. Any departures from these general terms and conditions shall only be valid if and to the extent that they have been agreed by the client and CICX in writing.
3. Any general terms and conditions of the client will not be valid. The applicability thereof is dismissed explicitly by CICX.

COMMENCEMENT AND DURATION OF THE AGREEMENT

Article 3

1. Any and all offers by CICX are without engagement, unless explicitly provided otherwise and will apply to the period as indicated by CICX.
2. Only after an offer has been made to a client by CICX and this offer has been accepted by the client **and** this acceptance has been confirmed by CICX, will an agreement be concluded.
3. If, in its acceptance, the client makes any reservations or alterations with respect to the offer, the agreement - contrary to the stipulation set out in the previous paragraph - will only be concluded after CICX has stated to the client that it agrees to these departures from the offer.
4. Although agreements are preferably concluded in writing, the client and CICX can nevertheless reach an agreement by telephone as well, in view of the short term required in some cases for the activities requested by the client. The parties are at liberty to prove the formation of an agreement using any legal means.

CLIENT'S PARTICULARS:

Article 4

1. The client is obliged to make all data, information and/or documents needed by CICX, in its opinion, and concerning which the client may reasonably suspect that CICX would need these for the correct implementation of the agreement, fully available in writing to CICX in a timely fashion and/or on first request of CICX.
2. CICX has the right to suspend the implementation of the instruction until the client has fulfilled the obligation referred to in the previous paragraph. Any negative consequences thereof are fully at the client's expense and risk.
3. The client guarantees the correctness and completeness of any and all information provided by it.
4. If and to the extent that the client makes a request to that effect, the data and/or documents provided will be returned to the client at it's expense.
5. CICX will only keep and/or process the personal details provided by the client, during the term and for the implementation of the agreement provided by the client. After the implementation thereof CICX will not keep and/or process the personal details provided and/or make them available to any third parties and/or use them for (commercial) purposes.

IMPLEMENTATION OF AGREEMENT

Article 5

1. CICX independently determines the manner in which the agreement is performed.
2. CICX has the right to engage third parties during the implementation of the agreement.
3. Activities and/or alterations in the agreement that were not agreed in advance (which can be provided both in writing and orally) will be added whenever possible after request, requirement and/or consultation with the client and will be charged to the client on the basis of subsequent costing.

PRICES

Article 6

1. Any and all offers, quotations and agreements from CICX are exclusive of VAT and are always in euros, unless explicitly stated otherwise.
2. In the agreement between CICX and the client it will be stated explicitly in which manner any possible price changes occurring in the period between the formation of the agreement and its actual implementation will be dealt with.

3. Prices and rates are based on the information provided by the client. Any changes in the information that have consequences for the contents of the agreement are passed on, on the basis of subsequent costing.

INTELLECTUAL PROPERTY

Article 7

1. CICX reserves any and all rights with respect to products of the mind made by it, used by it or having been used by it within the context of the implementation of the agreement with the client, where, with respect to these products, legal rights might exist or be established.
2. Any and all proposals, offers, programmes, events and related services or products developed by CICX fall under the intellectual property of CICX and, without CICX's written permission, may not be copied, multiplied, disclosed, exploited or provided to third parties in whatsoever form.

FORCE MAJEURE

Article 8

1. 'Force majeure' means any circumstance independent of CICX's will or influence, including but not limited to measures by a government in connection with the risk of terrorist attacks, fire, illness amongst its personnel, failures in the computer network, accidents or stagnation in the regular course of affairs within its enterprise.
2. If CICX is unable to fulfil its obligations arising from the agreement, if it is unable to fulfil these in due time or properly, in consequence of a cause not attributable to it, said obligations will be suspended until such time when CICX will be able to meet them as agreed, without CICX being at any time in default with respect to the fulfilment of said obligations and without the possibility of its being obliged to pay any damages.
3. If the situation of force majeure takes longer than expected, or if CICX so agrees with the client, CICX and the client have the right to dissolve the agreement wholly or partly out of court by means of a written statement or to structure the agreement in a new way.
4. In that case the client will fully compensate CICX for any obligations assumed and any payments effected by CICX within the context of the agreement.

PAYMENT

Article 9

1. CICX will send the client an invoice after the formation of the agreement. When entering or after entering into the agreement, and before performing and/or assuming obligations vis-à-vis external service providers, CICX will be entitled to demand security that both payment obligations and other obligations will be met.
2. Obligations include, amongst other things, the agreements concerning payments and down payments to external service providers. The client is aware that, if no payment is made in time, any reservations and bookings at external service providers will not be honoured. Any negative consequences of overdue payment by the client are fully at the client's expense and risk.
2. CICX has the right, each time that it has requested payment of part of the invoice, to suspend the implementation of the activities at the client's expense and risk until the time that the client has paid the amount in question to CICX.
3. CICX has the right to charge any price-raising factors, such as currency translation differences, bank charges, an increase in wage costs, social security charges, taxes having arisen after submitting the quotation and/or the formation of the agreement, to the client.
4. Payment of the remaining invoice amount by the client should be effected in euros within fourteen days of the invoice date, through payment into a bank account to be designated by CICX and without any right to a discount or setoff.
5. If the client fails to fulfil its payment obligations in due time or to comply with a notice of default with a one-week time-limit or has failed to pay within a period of time agreed between the parties in writing, in derogation of the above, it will be in default by operation of law after the expiry of the period. CICX is in that case authorised to consider the agreement terminated, without any judicial intervention. In that case the client will be liable in full for the loss suffered by CICX, consisting, *inter alia*, of the obligations assumed and the (down) payments effected at that point, loss of profits, booking costs, costs attached to the notice of default and any compensation on account of losses due to delays, by CICX, within the context of the agreement.
6. Any and all costs arising in consequence of the collection of the debt both in and out of court, shall be borne by the client. The extrajudicial costs are fixed at at least 15% of the amount payable with a minimum amount of € 250.00.
7. In the event of a jointly given instruction, the clients will be severally and jointly liable for payment of the invoice amount, to the extent that the activities were performed for the benefit of the joint clients. If the client is to be considered a legal entity, its legal representatives or, as the case may be, the person that concluded and/or signed and/or confirmed the agreement will - in addition to this legal entity - be considered as jointly and severally liable for the fulfilment of the obligations pursuant to the agreement in question as well, unless agreed otherwise in writing, and unless the aforementioned persons have filed an objection to the CICX against the above within 14 days of the formation of the agreement.

OBJECTION/COMPLAINT

Article 10

1. A complaint with respect to the work performed and/or the invoice amount should be expressed to CICX as soon as possible, but in any case within 24 hours of the day on which the event to be objected to manifests itself, or else within 48 hours of the discovery of the failure, or within 5 working days after receipt of the invoice.
2. An objection as referred to in the first Paragraph will not suspend the client's obligation to pay.

LIABILITY AND INDEMNIFICATION

Article 11

1. CICX excludes any and all liability insofar as not prescribed otherwise by Dutch law.
2. CICX will perform its activities to the best of its ability and, in doing so, will exercise the care to be expected from it within reason. If a mistake is made as a result of the client's having provided incorrect and/or incomplete information or it's not having provided any information relevant to the implementation of the agreement, in due time, CICX will not be liable for the resulting loss and/or (im-)material damage(s).
If the client proves that it suffered a loss on account of a mistake made by CCIX that would have been avoided, had the latter acted with due care, CCIX will not be liable under any circumstances for an amount higher than the insured amount of its third-party insurance.
3. CICX will never be under obligation to indemnify any consequential loss of the client, which is the consequence of or is in any other way related to the implementation of the agreement by CICX and/or it's (sub-)contractors, barring wilful conduct or gross negligence by CICX.
4. If and to the extent possible, CICX will at all times have the right to remedy or limit the client's loss by means of correction or improvement of the services
5. CICX is not liable for damage to or destruction of documents and/or articles during transportation or during dispatch by post, irrespective of whether the transportation or dispatch are effected by the client or on its behalf, by CICX or by any third parties.
6. The client indemnifies CICX against any claims by third parties, this also including the client's directors and employees, which are related to the implementation of the agreement.
7. If, however, CICX is called upon by third parties, the client will be obliged to assist CICX, both at law and otherwise, and to do all that may be expected from it in these circumstances without delay in order to limit the loss for CICX.

RIGHT OF SUSPENSION

Article 12

CICX has the right to suspend compliance with all its obligations until the time that all the debts payable by the client have been fully settled by the client.

The client is aware that, if payment is not made in time, reservations and bookings at external service providers will not be honoured. Any negative consequences of overdue payment by the client are fully at the client's expense and risk.

APPLICABLE LAW

Article 13

1. All agreements between the client and CICX to which these general terms and conditions apply, shall be governed by Dutch law.
2. If and to the extent possible, the applicability of the Vienna Sales Convention 1980 is excluded.
3. Any and all disputes arising from the agreement, which cannot be settled by consultation, will be subject to the opinion of the Dutch competent court.
4. At the client's request these general terms and conditions may be delivered to it in English. If the client requires translation into another foreign language, CICX will have the translation made at the client's expense. In the event of a dispute between CICX and the client over the interpretation of any stipulations in these general terms and conditions, the Dutch text of most recent date will at all times prevail and be legally valid.

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Hoevelaken, 25 January 2008

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Filed with the Chamber of Commerce in Amersfoort
File number: 32130824