

FBA ONLINE AGENCY AGREEMENT BE

BETWEEN

- (1) **Center Parcs Netherlands B.V.**, (hereafter “CPNL”), a public limited company under the laws of the Netherlands, with its registered office at Rivium Boulevard 213, 2909 LK Capelle aan den IJssel, The Netherlands, lawfully represented by O.P. Garaïalde, for the parks Het Heijderbos, De Huttenheugte, Het Meerdal, De Kempervennen, Limburgse Peel, Park Zandvoort, Port Zélande and De Eemhof;
- (2) **Sunparks B.V.**, (hereafter “SPB”) a private limited liability company under the laws of the Netherlands, with its registered office at Rivium Boulevard 213 (2909LK) Capelle aan den IJssel, The Netherlands, lawfully represented by O.P. Garaïalde for Parc Sandur;
- (3) **Center Parcs Bungalowpark Allgäu GmbH**, (hereafter “CPAL”) a private limited liability company under the laws of Germany, with its registered office at Allgäuallee 40, 88299 Leutkirch im Allgäu, Germany, lawfully represented O.P. Garaïalde, for Park Ällgau;
- (4) **Center Parcs Bungalowpark Bispingen GmbH**, (hereafter “CPB”), a private limited liability company under the laws of Germany, with its registered office at Töpingerstrasse 69, 29646 Bispingen, Germany, lawfully represented by O.P. Garaïalde, for Park Bispinger Heide;
- (5) **Center Parcs Bungalowpark Bostalsee GmbH**, (hereafter “CPBo”), a private limited liability company under the laws of Germany, with its registered office at Lindenallee 1, 66625, Nofelden, Germany, lawfully represented by O.P. Garaïalde, for Park Bostalsee;
- (6) **Center Parcs Leisure Deutschland GmbH**, (hereafter “CPLD”) a private limited liability company under the laws of Germany, with its registered office at Kaltenbornweg 1-3, 50679 Cologne, Germany, lawfully represented by O.P. Garaïalde and F.A.M. Daemen for Eifel (rent turnover);
- (7) **Center Parcs Bungalowpark Eifel GmbH**, (hereafter “CPEIFEL”) a private limited liability company under the laws of Germany, with its registered office at Am Kurberg 1, 56767 Gunderath, Germany, lawfully represented by O.P. Garaïalde for Eifel (other turnover except rent);
- (8) **Center Parcs Bungalowpark Hochsauerland GmbH**, (hereafter “CPHSL”), a private limited liability company under the laws of Germany, with its registered office at Sonnenallee 1, 59964 Medebach, Germany, lawfully represented by O.P. Garaïalde, for Park Hochsauerland;
- (9) **Center Parcs Bungalowpark Nordseeküste GmbH**, (hereafter “CPNK”) a private limited liability company under the laws of Germany, with its registered office at Kaltenbornweg 1-3, 50679 Cologne, Germany, lawfully represented by O.P. Garaïalde for Nordseeküste;
- (10) **Center Parcs Ardennen nv**, (hereafter “CPA”), a public limited company under the laws of Belgium, with its registered office at Wenduïnesteenweg 150, 8420 De Haan, Belgium, lawfully represented by O.P. Garaïalde and E.J.J. Dezeure, for Park Ardennen;
- (11) **CPSP België nv**, (hereafter “CPSP”), a public limited company under the laws of Belgium, with its registered office at Postelsesteenweg 100, 2400 Mol, Belgium, lawfully represented by O.P. Garaïalde and E.J.J. Dezeure, for Center Parcs De Vossemeren and Erperheide and Sunparks Kempense Meren;

- (12) **Sunparks Leisure nv**, (hereafter "SPL"), a public limited company under the laws of Belgium, with its registered office at Wenduinesteenweg 150, 8420 De Haan, Belgium, lawfully represented by O.P. Garaïalde and E.J.J. Dezeure, for park De Haan and Sunparks Oostduinkerke aan Zee;
- (13) **CP Resorts Exploitation France SAS** (hereafter "CPREF"), a simplified public company under the law of France, having its registered office at l'Artois, Espace Pont de Flandre, 11 Rue de Cambrai, 75947 Paris, France, lawfully represented by O.P. Garaïalde, for les Hauts de Bruyères, Les Bois-Francis, Les Bois aux Daims, Les Landes de Gascogne and Les Trois Forêts;
- (14) **Domaine du lac de l'Ailette**, (hereafter "AIL"), a limited partnership under the law of France, having its registered office at l'Artois, Espace Pont de Flandre, 11 Rue de Cambrai, 75947 Paris, France, lawfully represented by Center Parcs Resorts Exploitation France SAS, a simplified public company under the law of France, having its registered office at l'Artois, Espace Pont de Flandre, 11 Rue de Cambrai, 75947 Paris, France, itself lawfully represented by O.P. Garaïalde, for Domaine du Lac d'Ailette:
- (15) **Villages Nature Tourisme SAS**, (hereafter "VNT"), a simplified public company under the laws of France, with its registered office at Espace pont de Flandre, 11 rue de Cambrai l'Artois 75947 Paris Cedex 19, France, represented by O.P. Garaïalde, for Domaine Villages Nature Paris.

CPNL, SPB, CPAL CPB, CPBo, CPLD, CPEIFEL CPHSL, CPNK, CPA, CPSP, SPL, CPREF, AIL and VNT being collectively designated herein as "CP":

and

- (16) The approving partner agency (hereafter the "**Partner**"),

WHEREAS:

- (A) CP and Partner (hereinafter collectively also referred to as "the **Parties**") have reached agreement regarding Partner acting as a non-exclusive online agent for CP;
- (B) Parties consider it desirable to confirm the arrangements that have been made in this Agency Agreement ("the **Agreement**");

CONFIRM THAT THEY HAVE REACHED THE FOLLOWING AGREEMENT:

1. Appointment

- 1.1 CP appoints Partner as a non-exclusive agent, and Partner accepts this appointment, for the purpose of mediating towards the concluding of contracts between the customer and CP in relation to the provision of holiday accommodation in CP's bungalow parks, as specified under sub 1 until 14 above.
- 1.2 Partner shall perform its mediation activities by means of its own travel agencies and the following of its own website(s).

In addition Partner shall perform its mediation activities by means of sub-agents. Partner is obliged to stipulate that the sub-agents shall be bound by the conditions as agreed upon in this Agreement. The obligations as agreed upon for the Partner will subsequently also be applicable on the sub-agents. The Partner is responsible for the sub-agents and if a sub-agent violates any of the conditions as stipulated in this Agreement, CP has the right to demand that the Partner terminates its activities immediately with the relevant sub-agent. The Partner shall defend CP against all claims and proceedings and indemnify CP for any damages, losses and expenses incurred by CP which arise out of or in connection with a claim or proceeding to the extent based on omissions by the Partner or the

sub-agent or acts by the Partner or the sub-agents in violation of this Agreement as well as a result of the (immediate) termination of the agency activities between the Partner and the sub-agents.

- 1.3 This Agreement may not be classified as a partnership agreement within the meaning of Article 7A:1655 of the Dutch Civil Code ("DCC") or as a broker agreement as specified in Article 7:425 DCC.
- 1.4 Groupe Pierre et Vacances Center Parcs (Center Parcs Europe N.V.) and Terhills Vakantiepark N.V. have entered into a collaboration which resulted in the opening of a new park called Terhills Resort by Center Parcs located at Dilsen-Stokkem in Belgium. The park "Terhills Resort by Center Parcs" is exploited by Terhills Vakantiepark N.V., with its corporate seat at 3500 Hasselt, Kempische Steenweg 311 bus 4.01, Belgium, registered in the commercial register under number 0723 541 707 (hereinafter referred to as "Terhills Vakantiepark"), but will amongst others, be sold through the existing sales channels of Center Parcs Europe B.V. The sale of holiday accommodations on park Terhills Resort by Center Parcs is considered as an individual (Online) Travel Agent contract between Terhills Vakantiepark and Partner. Please note that the individual (Online) Travel Agent contract shall consist of the same conditions as agreed upon between CP and Partner in this Agreement. However some specific (sales) conditions for Terhills Resort by Center Parcs in respect of commission (rates), liability, and general information for this product are different and will prevail over any other conditions as agreed upon between CP and Partner in this Agreement. These specific conditions for Terhills Resort by Center Parcs are included in **Appendix 1** to this Agreement.

2. Duration

- 2.1 The Agreement is being entered into for an indefinite period of time as off the moment of online acceptance of this Agreement by the Partner.
- 2.2 Either of the Parties is entitled to terminate the Agreement at any time by giving notice of termination, subject to the observance of a minimum notice period of three (3) months. Notice of termination must be sent by registered post and take effect from the end of the calendar month during which the notice of termination has been received by the other Party.
- 2.3 Either of the Parties is entitled to cancel the Agreement – without the need to observe the notice period specified in Article 2.2 – if and as soon as the other Party applies for a suspension of payment(s) or is declared bankrupt.

3. Mediation by Partner

- 3.1 Partner is obliged to observe the following provisions when providing mediation services towards the concluding of contracts for holiday accommodation between CP and customers:
- a. Notification by Partner in order to reserve holiday accommodation in one of the bungalow parks for a customer is effected online through the use of the FBA system. The FBA system is a system that allows CP to distribute and update available accommodation rates to the Partner and to receive accommodation reservation information from Partner. CP will grant Partner access to the FBA system during the term of this Agreement (unless this Agreement has been terminated in accordance with article 2.2 and/or 2.3 of this Agreement). CP does not guarantee the availability of the FBA system;
 - b. Partner shall incorporate CP's general terms and conditions in the contract for holiday accommodation. Partner shall draw the attention of customers to the general terms and conditions at the point of reservation, particularly to the provisions regarding payment and cancellation included therein and, if applicable, any specific provisions regarding payment and cancellation which apply to the booking;

- c. Partner shall notify CP of any specific customer requests. Partner is prohibited from making any unilateral promises to the customers in relation to the accommodation managed by CP;
 - d. After the booking, CP shall send a booking confirmation to the customer.
 - e. CP shall send the arrival documents to the customer.
- 3.2 CP is entitled to contact directly the customers who have booked their holiday accommodation with CP via the Partner. The Partner will inform the customers that the booking is concluded with CP and will therefor contact the customers directly who have booked their holiday accommodation with CP via the Partner. This right to contact the customers directly includes sending to them, either online or offline:
- the invoice
 - payment details
 - reminders
 - the transmission of travel documents.
- 3.3 Customers who have booked via the Partner shall pay their invoices directly to CP, in accordance with CP's general terms and conditions.
- 3.4 Three categories of customers are distinguished in the CP database for undertaking direct marketing activities (such as letters, direct mailing, active sales via the internet/email, etc.) for holidays at CP, namely:
- a) customers who apply to CP for a brochure/information and/or who have concluded a holiday contract directly with CP;
 - b) customers who have concluded a holiday contract via the mediation of the Partner at one of CP's bungalow parks;
 - c) customers who are covered by both categories a) and b).

The category of customers mentioned under a) will only be approached by CP by means of direct marketing activities for a direct booking with CP.

The category under b) and c) can be approached by CP as well as by the Partner.

However, irrespective of the customer category, the Partner and CP will satisfy a request by customer for information, a booking or a brochure.

Both Parties will act in accordance with the applicable Privacy and Data protection legislation.

4. Commission

- 4.1 The payment to be received by the Partner for its work as an agent consists exclusively of the commission described in this Article. The amount of the commission is:
- 4.1.1 12% over the Net Booked Rent (specified in article 4.2); and

4.1.2 5% on the following limited extras or arrangements:

- For Center Parcs villages:
 - Sheet and towel package
 - Preference surcharge
 - Bicycles
- For Sunparks villages
 - Sheet and towel package
 - Preference surcharge
 - Bicycles
 - Breakfast, half- and fullboard
 - Spa arrangements

of the bookings concluded through the mediation activities of the Partner. This commission only applies when the booking has been made via the FBA online booking tool of CP.

The level of the above-mentioned commission will be evaluated by CP and Partner once each year and may be adjusted on the basis of that evaluation and added to the Agreement by means of an addendum.

4.2 Net Booked Rent within the meaning of article 4.1 is understood as:

4.2.1 rent (incl. VAT);

excluding:

4.2.2 highchair, box or child's bed;

4.2.3 change costs;

4.2.4 booking costs;

4.2.5 tourist tax and local charges;

4.2.6 pet charge;

4.2.7 culinary and other arrangements.

4.3 CP will involve its group company Center Parcs Europe B.V. (hereafter "**CPEBV**") for administrative support in the implementation of the Agreement. For this purpose, CPEBV will send a statement to Partner once each month – on behalf of CP and at the latter's risk and expense – of the contracts concluded through the mediation activities of Partner where the customers' arrival dates at the CP

4.4 accommodation were within the previous month. The commission in relation to those contracts, as specified in Article 4.1, will be noted on the statement. CPEBV shall arrange for invoicing of the commission by means of "self-billing" – on behalf of CP and at the latter's risk and expense – with a note of the VAT identification numbers of CP and Partner. The commission is then due and shall be paid by CP within 30 days after the issue of the invoice to Partner. Partner is entitled to raise an objection in written form, within 14 days after the invoice date, against information stated on the invoice (such as the amount of VAT).

4.5 Commission is only due in respect of cancelled bookings on the amount (if any) paid by the customer to CP (excluding VAT, insurance tax and tourist taxes and levies). Any corrections resulting from, for instance, cancellations, changes to bookings, etc. where the customers' arrival dates at their

accommodation were in the previous month will be offset in terms of the next following monthly commission payment.

5. Website, search engines, etc.

- 5.1 Partner's search engine marketing policy and website promotion in relation to CP will be confirmed in writing in the annual sales plan following joint consultation.
- 5.2 Partner will not actively market the product of CP and/or the Center Parcs Europe brand in the UK, Ireland or Channel Islands through a respectively "co.uk" or "uk", "co.ie" or "ie" or "co.je" / "co.gg" or "je" / "gg" website or otherwise specifically target respectively the UK, Ireland or Channel Islands market. Partner will not actively market the product of CP and/or the Center Parcs Europe brand in Israel through a "co.il" or "il" website or otherwise specifically target the Israel market.
- 5.3 In connection with the performance of its duties as an agent for CP, Partner may only use the promotional material provided by CP, such as photos etc., for the benefit of CP, for the fulfillment of this Agreement and subject to the conditions provided by CP.

6. (Sub-) agents / Website(s)

The Partner shall not appoint sub-agents or use other websites than the websites stipulated in article 1.2, without permission from CP. The Partner shall not, without permission from CP, take on any reservations for accommodation managed by CP from any intermediaries other than the existing website(s) and sub-agents (if applicable) mentioned in article 1.2.

7. Commencement

All prior arrangements and commitments with regard to mediating by the Partner towards the concluding of contracts between customers and CP in relation to the provision of holiday accommodation in CP's bungalow parks, shall lapse on conclusion of the Agreement.

8. Complete Agreement

The consideration clauses in the Agreement and the Appendices thereto form integral parts of the Agreement. The Agreement may only be amended or supplemented by means of a document that is signed by all of the Parties.

The Agreement contains all of the arrangements between the Parties in relation to this transaction and replaces all prior verbal or written agreements made by the Parties in this respect.

9. Legal effect and transfer

- 9.1. The Agreement shall only be binding upon the Parties once the Agreement has been signed by all the Parties.
- 9.2. The (rights and/or obligations arising from the) Agreement may only be transferred to third parties with the prior written permission of all of the Parties, except for a transfer of this Agreement to companies within the Pierre et Vacances Center Parcs Groupe, in that case a prior written notification is sufficient.
- 9.3. The contractual partners on the part of CP shall be the individual companies specified as sub 1 until 14 above in which CP has accommodated its bungalow parks. The Parties are aware that the composition of the individual contractual partners within the Pierre et Vacances Center Parcs Groupe may vary as a result. Should Pierre et Vacances Center Parcs Groupe establish a new company in which a (new) bungalow park is accommodated, it will inform the Partner of this in writing. The Partner hereby gives its consent that the new company will also become a contractual partner of this Agreement upon notification. The same applies in the event of a company leaving the Pierre et Vacances Center Parcs Groupe - the

Partner hereby gives its consent that the company will cease to be a contractual partner to this Agreement upon notification.

10. Data Protection

The Parties are aware that they are responsible for the processing of personal data in accordance with the relevant data protection regulations. They therefore undertake to comply with the relevant rules and laws in the context of the processing of personal data. Parties will enter into a data processing agreement which will be attached as **Appendix 2** to this Agreement upon signing of this Agreement or on the shortest possible notice thereafter.

11. Choice of law and forum

The Agreement is subject exclusively to the law of the Netherlands. Any disputes arising between Partner and CP in relation to the Agreement shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam.

AGREED UPON BETWEEN THE PARTIES BY MEANS OF
EXPLICIT ONLINE ACCEPTANCE BY THE PARTNER

Appendix 1: Terhills Resort by Center Parcs

Appendix 2: Data Processing Agreement