

## **BASIC TERMS AND CONDITIONS**

**BY SELLING AND PROMOTING HOLLAND AMERICA LINE PRODUCTS YOU EXPLICITLY AGREE TO THE BASIC TERMS AND CONDITIONS IN EFFECT AT THE TIME OF YOUR USE WHICH INCLUDES ALL OF THE BASIC TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE BASIC TERMS & CONDITIONS DO NOT SELL AND PROMOTE HOLLAND AMERICA LINE PRODUCTS.**

The Basic Terms and Conditions may be updated by Holland America Line from time to time without any prior notice to you. The most current version of the Basic Terms and Conditions will be posted on the Site.

By and subject to these Basic Terms and Conditions (the “BTC”), Holland America Line N.V. in its capacity as general partner of Cruiseport Curacao C.V. (“COMPANY”) authorizes AGENCY to purchase, for and on behalf of its clients, various COMPANY cruise, cruisetour and related products. COMPANY agrees to make these products available to AGENCY, and AGENCY agrees to market these products, in accordance with the BTC.

### **A. DEFINITIONS**

1. “Revenue” means amounts paid to COMPANY for bookings in which guests have actually sailed.
2. “Qualified Gross Revenue” means all Revenue paid to COMPANY, inclusive of commission, for cruise and cruisetour fares (less applicable discounts, shipboard credits and tour conductor credits) and Home City Air (including the Fly Cruise Plan), but does not include amounts paid to COMPANY from Non-Commissionable Fares, Fuel Supplement, Protection Plan, pre/post optional programs, transfers and Government Fees & Taxes. Qualified Gross Revenue shall not include Revenue paid to COMPANY for bookings made to customers residing outside the APPLICABLE GEOGRAPHIC AREA.
3. “Net Revenue” means Qualified Gross Revenue minus (a) any Commission and (b) Home City Air.
4. “Non-Commissionable Items” means Home City Air, Non-Commissionable Fare, Fuel Supplement, Government Fees & Taxes or other levies added to fares.
5. “Non-Commissionable Fare” is the portion of the cruise fare that is non-commissionable to travel agents.
6. “Government Fees & Taxes” has the meaning provided in the Cruise Contract.

### **B. GENERAL PROVISIONS**

1. Sales and Marketing Limited to Residents of the APPLICABLE GEOGRAPHIC AREA. COMPANY and its agencies have invested significant effort and resources to work with agencies to develop effective sales and marketing programs focused on customers in the geographic areas that each agency serves. COMPANY is concerned to ensure that the marketing and promotional activities of agencies located in particular geographic markets are not subject to “free riding” on those investments by agencies located outside that geographic market. In order to maximize the efficiencies of the marketing and promotional activities of all agencies, COMPANY has implemented a policy to limit sales and marketing activities of every agency to the geographic market that makes the most sense based on each agency’s geographic location. In addition, in Section F.2 COMPANY has licensed the use of its trademarks and tradenames to agencies only for use in particular geographic areas and sales by agencies outside those geographic areas may violate COMPANY’s license. Accordingly, AGENCY acknowledges and agrees that any COMPANY products sold by its office locations based in AGENCY’s applicable geographic area may be sold and marketed only to residents of that geographic area, unless otherwise specified by COMPANY, and it will support this policy. If COMPANY determines that AGENCY has sold or marketed COMPANY products during the SALES PERIOD to residents of countries other than AGENCY’s applicable geographic area, then (a) those bookings will not be included in Qualified Gross Revenue or Net Revenue amounts for purposes of calculating any any marketing or management funds or fees, and (b) no Commission will be paid on those bookings.

2. Product Description/Pricing. The BTC apply to all COMPANY cruise and tour products. Product pricing to AGENCY is in U.S. dollars and is per COMPANY’s reservation system after deducting applicable discounts (including the Commission). As to Canadian clients booked by AGENCY in Canada, unless COMPANY otherwise directs, product pricing is in Canadian dollars and is per COMPANY’s reservation system after deducting applicable discounts (including the Commission). From time to time, COMPANY may, for promotional purposes, reduce pricing for specific COMPANY products in specific COMPANY markets. Promotional price reductions may apply only to new bookings and are subject to such terms and conditions as COMPANY may specify at the time of the promotion.

3. Pricing Accuracy. COMPANY attempts to ensure the accuracy of the pricing reflected in its system and the systems of approved distribution channels. However, in the event of a pricing error or omission, COMPANY reserves the right to cancel or adjust the pricing of any reservation that is impacted by the error. The commissions payable to AGENCY shall likewise be adjusted. In the event COMPANY cancels such a reservation, a full refund will be made and cancellation fees will not apply, unless an alternate resolution is required by applicable law.

4. Wholesaling. Wholesaling of COMPANY products is strictly prohibited.

5. Consent. The consents given by COMPANY in the BTC may be revoked by COMPANY at any time, with or without prior notice. Furthermore, upon revocation, AGENCY agrees to cease any activity being conducted by it in reliance upon such consent.

6. Effect on Other Agreements. All of COMPANY’s then-current sales policies and general terms and conditions of sale including deposit, final payment and cancellation policies, as well as

all elements of COMPANY's then-current Group Sales Policy for group business and COMPANY's then-current POLAR online terms and conditions found on the Travel Agent Headquarters webpage at [www.hollandamerica.com](http://www.hollandamerica.com), will apply to sales made pursuant to the BTC. COMPANY reserves the right to change, supplement or modify any of its policies including, but not limited to, the above referenced POLAR online terms and conditions and the Group Sales Policy without notice and AGENCY agrees to comply with the same as amended. In the event of a conflict of the above referenced terms and conditions and policies, the BTC and any sales agreement between COMPANY and AGENCY, the documents shall control in the following order of priority: (1) the sales agreement; (2) the terms of the BTC; and (3) the above referenced terms and conditions and policies. Notwithstanding anything herein to the contrary, the POLAR ID number(s) assigned to AGENCY may be changed at any time by COMPANY as required by COMPANY's reservation system.

7. Office Locations. AGENCY agrees to clearly communicate all requirements hereunder to all of its office locations. The BTC shall apply to and be binding on all associated offices within AGENCY's organization and AGENCY agrees to advise all such offices of the terms and conditions of the BTC.

8. Governing Law. The BTC shall be governed by and construed in accordance with the laws of the State of Washington. AGENCY agrees to the exclusive jurisdiction of any court of competent jurisdiction in federal and state courts sitting in King County, Washington.

9. Waiver. The failure of either party to insist upon strict performance of any of the terms of the BTC or to exercise any rights hereunder shall not be construed as a waiver of that party's rights pursuant to any provision of the BTC.

### C. COMMISSION

1. Commission. Any Commission applicable to AGENCY is computed by taking the Commission Percentage of the COMPANY product price as specified in COMPANY's reservation system, but after first deducting all other applicable discounts (other than the Commission). For example, if the COMPANY product price is \$3,000, the Base Commission Percentage is 10% and all other discounts total \$1,000, the Commission would be \$200 (10% of \$2,000). AGENCY will be entitled to receive the applicable Commission on bookings that are paid in full. Commission is received by AGENCY through the product pricing adjustment referred to in this Section C(1). Commissions paid to AGENCY before they are earned are due to COMPANY upon cancellation. No discount or commission is due in respect of canceled bookings, nor are canceled bookings considered for the purpose of computing escort concessions or any discount or commission, regardless of whether COMPANY collects a cancellation fee in respect of the booking. Notwithstanding the foregoing, AGENCY will receive Commission on canceled bookings in which COMPANY collects a cancellation fee equal to 100% of the gross fare. The Cancellation Protection Plan (CPP and CPP Platinum) program (the "Protection Program") may specify circumstances under which COMPANY will provide a commission to AGENCY as to canceled bookings for guests participating in the Protection Program.

2. Changes in Commissions and Excluded Products. COMPANY reserves the right to unilaterally increase or decrease the Commission rates; the increase or decrease may apply to all or just some COMPANY products. Any such increase or decrease will only apply to bookings made after notice of the change is provided by COMPANY to AGENCY. COMPANY may, in its sole and absolute discretion, designate certain additional products as to which commissions will not apply and/or as to which amounts paid to COMPANY will be excluded for purposes of computing sales revenue results. All such designations must be prospective in nature so as not to prejudice prior bookings.

3. Commissions Tied to Changes in Qualified Gross Revenue or Sales Target. If any commissions due AGENCY are based on a periodic increase in AGENCY's Qualified Gross Revenue or achieving a sales target, the underlying assumption is that AGENCY will not materially increase Qualified Gross Revenue other than through growth in the normal course of business. Accordingly, if there is a material increase in Qualified Gross Revenue which is due to matters outside the normal course of business (e.g., merger, consolidation or any other form of combination with, or purchase of accounts from, another travel agency; addition of offices or locations that were previously included in the Qualified Gross Revenue of another travel agency), COMPANY may unilaterally but fairly determine the increase in Qualified Gross Revenue Over Target categories so as to not take into account the increase due to matters outside the normal course of business. In addition, all Qualified Gross Revenue Over Target categories are based upon current COMPANY pricing policies and ship capacity. From time to time if and when COMPANY pricing and/or ship capacity changes, COMPANY may unilaterally but equitably change the then-existing Qualified Gross Revenue Over Target categories. Such changes may be retroactively applied on an equitable basis.

4. Group/Charter/Incentive/Interline/Land Tours Business. Group business is ineligible for any commission other than Commission. It is, however, included for purposes of determining Qualified Gross Revenue. COMPANY requirements and policies as specified in the COMPANY Group Confirmation and applicable Group Sales Policies apply to all group business and take precedence over any conflicting provisions of the BTC. Charter, interline, incentive and COMPANY land only tours business are not subject to the BTC.

#### **D.     MARKETING EFFORTS**

COMPANY will be invited to participate in any regional and/or national sales conferences or seminars held by AGENCY. COMPANY sales representatives will be available for seminars and programs to help facilitate increased sales production from AGENCY. On request, COMPANY will provide printed materials and audio visual aids designed to help AGENCY promote COMPANY products. AGENCY agrees to communicate details of COMPANY programs to AGENCY personnel on a regular basis.

#### **E.     PROCEDURAL MATTERS**

##### General

1. All cruises are sold subject to the terms and conditions of the Cruise Contract, which is incorporated herein by reference. The current version of the Cruise Contract can be found at [www.hollandamerica.com](http://www.hollandamerica.com). AGENCY is responsible for familiarizing itself with all sections of the Cruise Contract as they govern the guest's legal rights, particularly with respect to cancellation, the provision of medical care, COMPANY's liabilities and the guest's right to sue. In the event of a conflict between the brochures or communication concerning any booking and the Cruise Contract, the Cruise Contract shall govern all bookings made for any guest. HAL operates under a paperless system which provides guests with access to their travel documents through the "For Booked Guests" portal of [www.hollandamerica.com](http://www.hollandamerica.com). AGENCY agrees to promptly inform guests of HAL's paperless system and that (i) they must check-in online at [www.hollandamerica.com](http://www.hollandamerica.com) or such other website address as HAL may provide no later than three days prior to sailing, and (ii) that as part of the online check-in process, each guest will be required to read and accept the terms of the Cruise Contract.

2. Each party agrees to comply with the Americans with Disabilities Act, P.L. 101-336 (the "Act"), and the regulations promulgated thereunder, to the extent the Act and regulations apply to each party's operations. AGENCY must notify COMPANY of any special medical, physical or other requirements of guests at the time of booking.

3. AGENCY will comply with all applicable laws, ordinances, rules, regulations, and guidelines, and shall not violate any third party rights with respect to the BTC and transactions contemplated hereby (including any advertising, marketing, or promotions in connection with the BTC). COMPANY in no way authorizes or approves any activity which does not comply with applicable laws, ordinances, rules, regulations, or guidelines and in no way shall it be considered a joint venture, authorizing agent or in any other way be responsible for any activity AGENCY engages in which violates these rules. COMPANY does not endorse nor authorize the practice of blast faxing, unsolicited faxing, unsolicited text messaging, unsolicited e-mail solicitations, bulk messaging on third party websites, or any other practice of communicating with consumers and third parties in contravention of applicable legal requirements, including sending outbound prerecorded telephone messages of any materials promoting COMPANY or its products, or making any outbound telephone call to any person on a federal, state, local, or AGENCY-specific do-not-call list. AGENCY agrees that materials promoting COMPANY will only be sent to individuals who have requested the promotional information, whether by fax, email, text message, on third party sites, or through some other means whether now or hereafter created, and all such communications shall be made in compliance with applicable legal requirements and industry guidelines, and AGENCY must be in full compliance at all times with all Federal, state and local laws and regulations (including, but not limited to, the TCPA, TCFAPA, and CAN-SPAM Act), and appropriate industry and other guidelines. AGENCY agrees that it will indemnify, defend and hold harmless COMPANY and its officers, directors, employees and affiliates from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with any and all violations of this section without limitations of any kind, irrespective of any other contrary term in the BTC. AGENCY agrees that it shall be responsible for all costs and expenses incurred by COMPANY in enforcing AGENCY's indemnity obligations hereunder. AGENCY agrees that all use of COMPANY's Property in AGENCY's advertising will be in compliance with applicable Federal, state and local laws and regulations.

4. AGENCY may accept payment from guests using COMPANY-approved credit cards but only if AGENCY adheres to the then-existing procedures published by COMPANY for credit card transactions. To the extent those procedures are contrary or inconsistent with any terms of the BTC, the procedures shall be controlling. In addition, AGENCY agrees at all times to comply with the requirements of the payment and credit card industries with regard to retention and security of card holder data, as well as such requirements applicable to acceptance and processing of cards with respect to payments for COMPANY products.

5. AGENCY agrees that if AGENCY or any of its representatives or employees (collectively, "Agent") is onboard a Holland America Line vessel, such Agent may not use any hospitality or sales desk, other vessel facilities, or any COMPANY guest event or meeting to market future cruises to guests not currently booked by Agent while onboard the vessel, including, but not limited to, the distribution of marketing materials or other promotional items.

6. AGENCY hereby consents in advance to the transmission by COMPANY of marketing, promotional, booking or any other materials or communications by facsimile, mail, electronic mail or by any other means to AGENCY regardless of whether such transmission was actually solicited by AGENCY.

#### Bookings, Deposits, Cancellations, Protection Program and Refunds

1. AGENCY will book directly with COMPANY. Deposits and final payments will be sent directly to COMPANY. Amounts and timing of deposits are as provided in COMPANY's reservation system. AGENCY should book names and send deposits to COMPANY as soon as they have been received from the client. Failure to receive deposit on a timely basis will entitle COMPANY to cancel the booking at any time prior to receipt of deposit.

2. COMPANY currently offers guests the opportunity to participate in the Protection Program which, in pertinent part, enables guests to cancel reservations without paying cancellation fees. Without prejudice to the rights of guests who have previously purchased one of the plans, COMPANY reserves the right to modify the Protection Program from time to time and/or discontinue the Protection Program. AGENCY should consult COMPANY's website for the Protection Program details and rates applicable to the various COMPANY products. For the protection of AGENCY's clients, COMPANY encourages AGENCY to advise clients of the availability of the plans.

3. If participation in the Protection Program has been declined or cancellation is for any reason not covered under the terms of the Protection Program, guests who cancel reservations may be assessed cancellation fees. Whether or not a fee is assessed as well as the amount of the fee depends on the number of days prior to departure that cancellation occurs. In order to minimize these fees, AGENCY should immediately notify COMPANY of cancellations. The cancellation policies of COMPANY vary by product and are subject to change. Consequently, AGENCY should consult COMPANY's website and reservation system and inform guests of the policies and fees at time of booking. COMPANY is not required to share cancellation fees with AGENCY.

4. In the event a guest is entitled to a refund, COMPANY is only responsible for refunding that portion of the amount paid by the client which was paid to and retained by COMPANY determined, for these purposes, after first deducting all applicable cancellation fees. AGENCY is responsible for refunding all additional amounts received from the client as well as any commission previously paid by COMPANY or discount received from COMPANY.

5. Name changes are not allowed. Early booking discounts cannot be protected. A party must be cancelled and a new party booked, subject to current space availability. Cancellation fees will be assessed as above provided. A change charge will be assessed for deletions or changes of services per applicable COMPANY's website and reservations system.

#### Finalization Process

The finalization process is to ensure that everything is correct prior to the actual documentation. It is important that AGENCY adhere to the following procedures for accurate and prompt receipt of its clients' documents.

1. From time to time, COMPANY will prepare invoices reflecting all charges accrued against AGENCY's account. AGENCY should review invoices and return its most recent one with necessary corrections. Final payment by AGENCY is required by the final payment due date specified in COMPANY's reservation system. COMPANY may, in its sole and absolute discretion, change the final payment due date in general or for specific products.

2. AGENCY's questions regarding the finalization of reservations and invoices should be directed to a Sales Representative at approximately 10 days prior to the applicable final payment due date. If AGENCY cannot satisfactorily reconcile its statement at that time, AGENCY is required to forward final payment, along with a corrected invoice or its own breakdown. The documentation process may only begin when payment is within 10% of COMPANY final invoice. Documentation is delayed by late payments and no documents may be released without full payment.

#### **F. TRADEMARKS AND INTELLECTUAL PROPERTY RESTRICTIONS**

1. "Customer Information" relating to COMPANY customers who book through AGENCY shall include the personal information provided by such customers including, without limitation the customer's (and his or her travel companions') name, address, email address, telephone number (whether residential, business or cell), credit or debit card number, bank account number, social security number, driver's license number, travel preferences and requirements, age or date of birth, and any other information provided by customers to AGENCY as part of the AGENCY's provision of services governed by the terms hereof. AGENCY shall obtain from all COMPANY customers affirmative consent from such customers for its Customer Information to be transferred to and used by COMPANY for COMPANY's business purposes. AGENCY shall also include in its privacy policies a notice that AGENCY is sharing Customer Information with COMPANY and its affiliates, who may use such information for their own purposes. AGENCY shall ensure that all Customer Information residing with it in any format is used solely as

described in its applicable privacy policies and other representations made to consumers, is used in compliance with all applicable laws, regulations and industry guidelines, and that AGENCY complies with all laws that apply when using Customer Information as described herein (including California's "Shine the Light" law). AGENCY further represents and warrants that it shall ensure that all Customer Information is maintained in a secure location and on a secure network, with limitations on physical and electronic access, including password protection and/or encrypted technology, that it will monitor access to Customer Information, that it has a written policy, and trains employees on how to comply with AGENCY's obligations described herein, and that it will otherwise protect the Customer Information from unauthorized access, destruction, use, modification and disclosure. AGENCY shall be fully and solely responsible for the security of the Customer Information; and, in the event of a suspected breach in the security of such data, AGENCY shall immediately notify COMPANY of any such suspected breach, and shall bear all costs and expenses associated with such breach, including without limitation the cost of notification of all affected customers, the costs incurred by COMPANY (including legal fees) associated with such incident and all damages, fines or penalties associated with or arising out of such breach. AGENCY shall comply with all laws applicable to the maintenance of such Customer Information. AGENCY shall indemnify, defend and hold COMPANY harmless from and against any loss, cost, claim, action, liability, suit, damage or expense (including reasonable attorneys' fees) relating to or arising from the breach of this Section F(1).

2. Except as otherwise set forth herein, COMPANY grants AGENCY the non-assignable limited right to utilize within AGENCY's applicable geographic area, the COMPANY names, logos, trademarks and other COMPANY imagery used in COMPANY's web sites and in COMPANY's brochures and other COMPANY print material from time to time, COMPANY's other copyrighted content and other COMPANY trademarks, service marks, logos or copyrighted material (collectively "COMPANY's Property") for the sole purpose of advertising and promoting COMPANY products, provided, however, COMPANY may revoke this right at any time, with or without cause and with or without prior notice. Upon COMPANY's request, AGENCY will immediately stop using COMPANY's Property or any confusingly similar trademark or trade name in every way and will, as requested by COMPANY, either deliver to COMPANY all material provided to AGENCY on which COMPANY's Property appear or destroy such material and certify in writing to COMPANY that it returned or destroyed the materials and has not kept any copies of such materials.

3. All right, title and interest in and to COMPANY's Property and the associated goodwill, including any that may attach in the future as a result of AGENCY's use thereof, is and will continue to be owned by COMPANY and/or one of its affiliates. AGENCY recognizes that ownership and agrees never to contest it or the validity of the trademark applications or registrations filed or obtained by COMPANY or its affiliates. To the extent that COMPANY permits AGENCY to use any of COMPANY's Property, AGENCY may only use that part of COMPANY's Property as has been approved by COMPANY and solely to promote COMPANY's products and the sale of its cruises within AGENCY's applicable geographic area. AGENCY may not act in any way which might, in COMPANY's sole discretion, impair, infringe, or dilute any part of COMPANY's right and title in COMPANY's Property or its right to use COMPANY's Property. Any consent given by COMPANY to use COMPANY's Property may be withdrawn by COMPANY in its sole discretion at any time.



4. AGENCY agrees that it will make only proper usage of COMPANY's Property and specifically will include the appropriate indication ™ or ® adjacent to COMPANY's Property at all reasonable times.

5. Upon request, AGENCY will provide COMPANY with artwork, or photostats of artwork, indicating colors and process of manufacture, of all newly designed and not previously approved uses of COMPANY's Property for COMPANY's approval prior to their use. COMPANY has the right, in its sole discretion, to forbid the use thereof.

6. AGENCY is not authorized to use any of COMPANY's Property or any mark resembling any of COMPANY's Property as part of its corporate, business or trade names, nor in advertising, marketing, promotions, or public relations, nor to give the appearance of identifying its own businesses and programs, nor elsewhere without first obtaining the prior written approval of COMPANY, unless such advertisement or other material is provided by COMPANY to AGENCY for an express purpose, and, in that case, COMPANY's Property shall only be used in the exact form provided by COMPANY. AGENCY is not permitted in any manner to represent or to give the impression that it has any ownership rights in COMPANY's Property, including by virtue of domain name registration, or that it is affiliated with or sponsored by COMPANY, and acknowledges by any use thereof that such use shall not create in AGENCY's favor any right, title or interest in or to COMPANY's Property, including any goodwill therefrom, nor prevent COMPANY from using and/or registering COMPANY's Property for goods and services in which COMPANY has any current or potential interest. All use of COMPANY's Property by AGENCY shall inure to the sole benefit of COMPANY.

7. AGENCY is familiar with COMPANY's Property and is not permitted to register COMPANY's Property, nor any names, tag lines, slogans, trademarks, logos, designs, domain names, imagery or other copyrighted material substantially similar to COMPANY's Property. AGENCY hereby waives any rights that it may acquire by virtue of AGENCY's use of COMPANY's Property and in any trademarks, names, slogans, domain names and imagery confusingly similar thereto.

8. AGENCY agrees that it is not permitted to list in any telephone or other directory under the heading "Holland America" or "Holland America Line" or anything substantially similar thereto without first obtaining the prior written approval of COMPANY. AGENCY may not use COMPANY's Property in any manner that would appear to identify programs developed by AGENCY, particularly discount programs and "specials" that COMPANY has not expressly authorized, offered, promoted or endorsed. AGENCY may not use COMPANY's Property directly adjacent to or in combination with any word(s) not expressly authorized by COMPANY, particularly AGENCY's corporate and business names.

9. Under no circumstances may AGENCY offer or distribute to any other travel agency COMPANY's brand, products, inventory, pricing or any of COMPANY's Property via Internet or other distribution system (including any GDS system) without COMPANY's prior written consent. This restriction includes, without limitation, any link or connectivity established by a third party with or through any of AGENCY's web sites or GDS system which provides any

other travel agency access to COMPANY products, pricing or inventory. AGENCY shall immediately return any commissions paid by COMPANY for bookings of this nature. In addition to any other remedies at law or in equity, COMPANY shall have the right to set-off any commissions due to AGENCY for applicable bookings against any payments of commissions paid for such unauthorized bookings.

**G. GENERAL ADVERTISING & ADVERTISING PRICING POLICY REQUIREMENTS AND GUIDELINES**

**Advertisement Compliance**

All use of COMPANY's Property must be for the specific purpose of marketing COMPANY products under these guidelines and within AGENCY's applicable geographic area unless AGENCY has received express written approval from COMPANY for a different purpose.

1. Ads. All promotions of COMPANY products by AGENCY must be done in the name of AGENCY, shall conform to all applicable laws or regulations, and shall include information identifying AGENCY (including name, address and telephone number). COMPANY reserves the right to require AGENCY to cease any promotional activity involving COMPANY products which COMPANY, in its sole discretion, determines may impair or damage the reputation of COMPANY.
2. Logo. Approved advertising of COMPANY products should include the current COMPANY logo, which is available for download at [www.hollandamerica.com](http://www.hollandamerica.com).
3. Trademark Symbol. Where use of COMPANY trademarks is authorized, trademark symbols either ® or SM must appear with the ship name, brand name, or other COMPANY logo, at the first mention in copy and in the first most prominent position in the advertisement. See [www.hollandamerica.com](http://www.hollandamerica.com) for ship names and some of the most used brand names and logos. AGENCY agrees to check the Travel Agent Headquarters webpage on a regular basis, as content is updated periodically.
4. Ship's Registry. Where ships are mentioned in an advertisement, the particular ship's registry must also be indicated. If a specific ship is not mentioned in an advertisement, then registries encompassing all COMPANY ships must be indicated.
5. Certificates, Coupons, Vouchers or other Promotional Offers. COMPANY's Property may not be used on promotional cruise certificates, coupons or vouchers ("cruise certificates") without COMPANY's express written authorization. Absent COMPANY's express written authorization, cruise certificates may only be distributed by a seller of travel to end users who intend to personally redeem the cruise certificate for the cruise and may not be given away by AGENCY nor resold either by the distributee or the end user. AGENCY shall be held responsible for ensuring that distributees do not resell or redistribute cruise certificates (unless COMPANY provides its express written authorization otherwise), shall take steps to record the distribution of all cruise certificates issued and shall provide all such information to COMPANY upon request together with the distributees' address, phone number and e-mail address. Each

COMPANY-approved cruise certificate issued by a third party shall contain the following statement: *“IMPORTANT NOTICE: This cruise certificate has been issued by [INSERT CERTIFICATE PROVIDER NAME], a licensed seller of travel, and may be distributed only to an individual who will personally redeem it for a cruise with Holland America Line and may not be transferred by either the seller of travel nor by the distributee to another individual or entity, nor for any other purpose. Holland America Line reserves the right to dishonor any cruise certificate that has not been expressly authorized by Holland America Line. “[INSERT CERTIFICATE PROVIDER NAME] is not affiliated with, nor an agent of, Holland America Line, and is solely responsible for this offer.”* The foregoing must in all instances be located in a reasonably conspicuous position and be of a sufficiently large font size, as approved by COMPANY, and the cruise certificate must also comply with Section F of the BTC and must in all cases be available to the consumer prior to purchase. Neither COMPANY’s review nor approval of any materials provided by AGENCY will be deemed (a) an endorsement by COMPANY of such materials or of any information contained therein, or (b) an opinion by COMPANY that such materials comply with any applicable laws, rules or regulations, and not violate any third party rights. COMPANY reserves the right, in its sole and absolute discretion, at any time to demand cancellation any cruise certificate that does not meet COMPANY’s guidelines and requirements.

6. Sweepstakes or Contests. COMPANY’s Property may not be used in sweepstakes or contests (“Sweepstakes”) without COMPANY’s express written authorization. Each COMPANY-approved Sweepstakes conducted by AGENCY shall contain in the Sweepstakes Official Rules the following statement: [INSERT AGENCY NAME] is the Sponsor of this [sweepstakes/contest] and is not affiliated with, nor an agent of, Holland America Line, and is solely responsible for all aspects of this promotion.” The foregoing must comply with Section F of the BTC and must in all cases be available to the consumer prior to entry or purchase if the Sweepstakes involves purchase. Neither COMPANY’s review nor approval of any materials provided by AGENCY will be deemed (a) an endorsement by COMPANY of such materials or of any information contained therein, or (b) an opinion by COMPANY that such materials comply with any applicable laws, rules or regulations, and not violate any third party rights. COMPANY reserves the right, in its sole and absolute discretion, to at any time to demand the immediate termination of any Sweepstakes that does not meet COMPANY’s guidelines and requirements.

### **Advertising Pricing Policy**

AGENCY will at all times comply with the following Advertised Pricing Policy. This Advertised Pricing Policy applies to the offering for sale of COMPANY products via any advertising medium, including without limitation newspaper, direct mail, magazine, catalogs, flyers, TV, radio, e-mail, Internet, and/or Internet booking engine.

#### 1. Pricing Language.

a. Approved Rates. AGENCY will advertise only “Approved Rates” and must always include the Non-Commissionable Fare in the rate shown. All rates other than Approved Rates require the express written authorization of COMPANY before being advertised in any media. Advertising in any media must not contain any message that states, directly or indirectly,

that AGENCY will sell COMPANY products below Approved Rates or at any special price, discount, or reduction not specifically authorized by COMPANY. The term “Approved Rates” shall mean:

- i. The lowest rate provided by COMPANY that is available to the general public; and
- ii. Rates provided to AGENCY for short-term promotions that have been expressly authorized by COMPANY for use in advertising; and
- iii. Rates provided by COMPANY that are restricted to select guests that meet specified criteria and offered in compliance with the BTC; and
- iv. Rates for bookings through COMPANY’s Group Reservation department (“Group Rates”) when offered by AGENCY.

b. Value-added Items. An Approved Rate may be combined with value-added items provided the following conditions are met:

- i. The rate charged the guest by AGENCY cannot be lower than an Approved Rate.
- ii. The value-added item cannot be a discount off of the Approved Rate.
- iii. The actual or perceived total value of the value-add item(s) cannot exceed 10% of the cruise rate (including the Non-Commissionable Fare).
- iv. Non-cash equivalent items (such as hotel stays, gift items, shore excursions, etc.) can be advertised at any time.
- v. Cash equivalent items such as onboard credits, etc. require the prior approval of COMPANY before being advertised.
- vi. Value-add items cannot be combined with interline fares and may be excluded from other fares at COMPANY’s discretion.

c. Complete Cruise Fare. It is the policy of COMPANY to advertise the complete cruise fare with only Government Fees & Taxes and fuel supplements listed separately. No reference may be made to the Non-Commissionable Fare or “port charges” (or anything similar thereto) in AGENCY’s advertising or pricing statements. Fuel supplements disclosure should be displayed prominently and next to the cruise fare, and not in the disclaimer section.

2. Regional Rates: Regional rates and promotions (collectively “Regional Promotions”) may be promoted in local newspapers, radio, television, e-mail and direct mail, in the geographic area where offer applies. AGENCY understands and agrees Regional Promotions may not be promoted on the Internet, unless the purchasing guest is authenticated by home city for qualification. “Regional Promotions,” “Subject to Availability,” and/or “Limited Space Available” must be stated in the terms.

3. Restricted Promotional Pricing. AGENCY is responsible for ensuring compliance with the eligibility requirements of restricted promotional fares for all reservations made with COMPANY and shall at all times ensure that such fares are not knowingly offered or displayed to ineligible guests via any means, including through any internet or other distribution channel. If AGENCY offers or displays restricted promotional fares to ineligible guests whether deliberately or due to the inability of any applicable distribution channel to prevent such display,

then COMPANY (i) may at any time thereafter and in its sole discretion remove AGENCY's access to such rates, and (ii) reserves the right to collect the difference between the fare paid and the lowest available fare for which the guest(s) are eligible by deducting the amount from any commissions owed to AGENCY under the BTC. Notwithstanding the foregoing, if an ineligible restricted promotional fare is offered or displayed as a result of a guest misrepresenting himself or herself to AGENCY, COMPANY will not take the action set forth in clauses (i) and (ii) above and will instead collect the fare difference directly from the guest.

If AGENCY fails to follow or enforce any of the restrictions in this section, COMPANY, in its sole discretion, may: (1) reduce or eliminate the amount of Funds payable to AGENCY, (2) reduce or eliminate the commission rate payable to AGENCY, and/or (3) cease accepting reservations from AGENCY.

## **H. INTERNET REQUIREMENTS AND GUIDELINES**

### **1. Site Content Requirements and Guidelines**

The following site content requirements and guidelines apply to websites and web pages under the direct or indirect control of AGENCY that are used for marketing and/or displaying travel services to be sold within AGENCY's applicable geographic area.

a. Each web page in AGENCY's website (each a "Travel Agency Website") must clearly indicate that AGENCY is the website operator, with the name of AGENCY being prominently displayed on every web page in the Travel Agency Website. In the event AGENCY develops a website for a third party's private use, the third party website user must be identified in the website consistent with the foregoing requirements. AGENCY agrees that it is not authorized to make the statement, either express or implied, that the website is an "official" COMPANY website; that AGENCY or the party for whom AGENCY developed the website is an "official" COMPANY agency or that COMPANY is associated with or has endorsed AGENCY or its websites.

b. AGENCY may only download or copy COMPANY's Property from COMPANY-provided material expressly for such purpose or from the image library located on the Travel Agent Headquarters webpage at [www.hollandamerica.com](http://www.hollandamerica.com) ("COMPANY Download Website") from a designated download section of such website for the express purpose of marketing COMPANY products in accordance with this Agreement (the "Content") and may not, whether manually or with an automated tool, download or copy any of COMPANY's Property from any other section of COMPANY's websites nor for any other purpose. COMPANY's consent for AGENCY to use the Content is subject to the following conditions:

i. The consents given by COMPANY in the BTC are expressly limited to those uses and activities that are directly related to the promotion by AGENCY of cruises, cruisetours and related products offered by COMPANY;

ii. No other uses or activities with respect to the Content are permitted without the express prior written consent of COMPANY;

iii. AGENCY may not alter the Content in any way except as may be specifically directed by COMPANY in writing;

iv. AGENCY may not use the Content in any manner that implies that COMPANY has sponsored or endorsed it or its business, product or activities;

v. AGENCY may not use the Content in any manner which COMPANY, in its sole discretion, determines undermines or disparages COMPANY, its services and products, or in connection with the products or services of a competitor of COMPANY;

vi. Any use of the Content by AGENCY must be in accordance with all applicable national, foreign or local laws, statutes, rules and regulations, and must not violate the rights of any third party;

vii. The consents given by COMPANY in the BTC may be revoked by COMPANY at any time, with or without cause and with or without prior notice. Furthermore, upon revocation, AGENCY agrees to cease any activity being conducted by it in reliance upon the BTC;

viii. The consents granted in the BTC are conditioned upon:

1. COMPANY's reserved right to require Content be removed from use in the Travel Agency Websites at any time; and
2. The insertion of the appropriate trademark notice symbol <sup>TM</sup> or ® adjacent to the trademarks at all reasonable times. COMPANY's failure to exercise any of its rights hereunder or otherwise in connection with a Travel Agency Website shall not be construed to be a waiver of any such rights. The consents granted to AGENCY under the BTC are not assignable.

ix. Specifically excluded from the consents given by COMPANY in the BTC are:

1. any copyrighted-protected photographs taken by parties other than COMPANY, as noted near or beneath such photos; and
2. any and all photographs and text which shows or names COMPANY employees or any other individuals.

x. By using the Content, AGENCY acknowledges that the Content is provided "AS IS", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR AGENCY'S USE OF THE CONTENT OR OF ANY ERROR, FAILURE, DEFECT OR DELAY IN AGENCY'S ABILITY TO ACCESS OR USE THE CONTENT, INCLUDING,

BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SAME, EVEN IF COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY TO AGENCY FOR USE OF THE CONTENT EXCEED THE AMOUNTS, IF ANY, AGENCY PAID TO ACCESS THE COMPANY DOWNLOAD WEBSITE. APPLICABLE LAW MAY NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS SO THEY MAY NOT APPLY.

## 2. Domain Names, Subdomains, and URLs Requirements

In addition to the preceding requirements, AGENCY may not use COMPANY's Property or any substantially similar variation of COMPANY's Property, including, but not limited to variations of COMPANY's Property where several characters or symbols are reversed, replaced, or inserted ("Typos") in any part of a domain name, URL path, or subdomain, without the express, prior, written consent of COMPANY's President or a Vice President in the Sales or Marketing Department. If AGENCY owns or controls a domain name in any Top Level Domain or jurisdiction that contains COMPANY's Property, anything substantially similar to COMPANY's Property or Typos, AGENCY agrees to assign all right, title, and interest in the domain name and shall immediately, upon request by COMPANY, take whatever steps are necessary to transfer the domain name, or allow the domain name to be transferred as relevant, to COMPANY or other entity that COMPANY designates at a domain name registrar designated by COMPANY. AGENCY shall be responsible for all costs and expenses, including legal fees incurred by COMPANY in enforcing the requirements of this provision. Furthermore, upon request by COMPANY, AGENCY must, within seven (7) days, produce a list of all domain names, subdomains, and URLs under AGENCY's direct or indirect control, which contain COMPANY's Property, anything substantially similar to COMPANY's Property or Typos.

## 3. Paid Search Requirements and Guidelines

These Paid Search Requirements and Guidelines apply to AGENCY's use of paid search advertising or other forms of online targeted advertising, including but not limited to banner advertisements and behavioral and contextual advertising, offered by companies operating search engines (including but not limited to Google and Yahoo), travel search sites (including but not limited to TripAdvisor), comparison sites (including but not limited to NexTag or Sidestep) or other third party operated web sites ("Paid Search").

### a. Keywords:

i. COMPANY's Property, anything substantially similar to COMPANY's Property and Typos: AGENCY may not bid on keyword terms containing COMPANY's Property, including those listed on the Travel Agent Headquarters webpage at [www.hollandamerica.com](http://www.hollandamerica.com), whether alone or in conjunction with other terms.

ii. Generic Keywords: When purchasing generic cruise-related keywords, such as "cruise" or "ship," or when purchasing destination and port keywords (i.e., Europe, Caribbean, Alaska, etc.) on broad match keyword terms programs, AGENCY must ensure that its ads do not appear for consumer searches which include COMPANY's Property or Typos in

combination with the generic keywords. This is inclusive of all campaigns (such as geo-targeting and day-parting). AGENCY must list the following elements of COMPANY's Property as negative keywords at the level in search engines that encompasses negative matching for all campaigns (note that exact negative setting is not sufficient): "HAL", "Holland America", "Holland America Line" and such other keywords listed on the Travel Agent Headquarters webpage at [www.hollandamerica.com](http://www.hollandamerica.com). For example, it would be a violation of the BTC if a consumer search using a keyword phrase such as "HAL Alaska cruises" triggers AGENCY ad to appear if "Alaska cruises" was originally bid by AGENCY without the negative keyword of "HAL" in quotes.

b. Ad Content:

i. Link Text: AGENCY may not include COMPANY's Property, anything substantially similar to COMPANY's Property, or Typos in any hyperlink that AGENCY causes to be displayed as a result of Paid Search.

a. ii. Ad Text: AGENCY may only use COMPANY's Property or Typos in the ad text of an ad triggered by Paid Search if: (1) COMPANY's Property is not included in the search terms purchased by AGENCY; (2) the ad redirects to a landing page that is operated by the bidding AGENCY in compliance with this Agreement and does not violate any law, regulation, or rights of another party; and (3) the landing page, other than any search or site navigation features, is dedicated exclusively to the marketing of COMPANY products and does not have any references or links to other vacation opportunities, including without limitation other cruise lines.

4. Search Engine Optimization (SEO) Requirements and Guidelines

These SEO Requirements and Guidelines apply to websites and web pages under the direct or indirect control of AGENCY.

a. Meta Data and Title Tags: An AGENCY website may not present itself as an "official COMPANY website" or otherwise suggest that it is sponsored or endorsed by COMPANY by means of keywords anywhere in the meta data or title tags. AGENCY websites may not employ excessive repetition of COMPANY's Property, anything substantially similar to COMPANY's Property or Typos as keywords (keyword stuffing) within meta data or site content for the purpose of skewing search results.

b. Deceptive Redirects (Cloaking): AGENCY websites may not present one type of page content to the search engines to achieve rankings on a COMPANY-related search, but redirect users to another page that contains different or unrelated content or content that does not comply with this Agreement.

c. Hidden or Invisible Text: AGENCY websites may not place text containing COMPANY's Property or Typos on a page that is the same color as the background, or otherwise hide text containing COMPANY's Property, anything substantially similar to COMPANY's Property, or Typos including by using COMPANY's Property or Typos as



alternative text for images or in the <alt> html tag, causing it to be hidden from the viewer, but not from search engine spiders.

#### 5. Social Media Website Requirements

AGENCY may use COMPANY's Property in Social Media Websites (as defined below) for the purposes of communicating information about COMPANY, subject to the requirements of the BTC. AGENCY may not use COMPANY's Property, anything substantially similar to COMPANY's Property, or Typos in any username, user ID, account name, profile name, screen name, or similar for any Social Media Website or display or undertake any other activity which may confuse consumers as to whether AGENCY is acting on behalf of COMPANY or is endorsed by COMPANY. The following are considered Social Media Websites: social networking websites (including by example, but not limited to, Facebook, MySpace, Twitter, LinkedIn, etc.) blogging and community websites (including by example, but not limited to BlogSpot.com, Wordpress.com, etc.), Video Websites (including by example, but not limited to YouTube, etc.), or any other website operated by a third party, directly or indirectly controlled or posted by AGENCY ("Social Media Website").

#### 6. Requirements and Guidelines For Spyware and Other Automated Tools

These Requirements and Guidelines for Spyware and Other Automated Tools apply to AGENCY's use of online software applications that (a) fall under the general categories of "spyware," "adware" or "malware," as those terms are generally defined in the industry, or (b) extract data or content from [www.hollandamerica.com](http://www.hollandamerica.com).

a. AGENCY may not use or download to a user's computer any spyware, adware, malware or similar tool or toolbars or other navigational elements that integrate with or frame [www.hollandamerica.com](http://www.hollandamerica.com) and are designed to divert traffic from [www.hollandamerica.com](http://www.hollandamerica.com) to competitive websites.

b. AGENCY may not "screen scrape" (evaluate and extract information from a web page through the use of software or programs) or use any data mining, robots, or similar automated data gathering, extraction, and/or analysis tools on any web page from a COMPANY website or database connected thereto.

#### 7. Enforcement of Internet Requirements and Guidelines

In addition to any enforcements by, and available remedies of, COMPANY as set forth in the BTC or by law or in equity:

a. First Violation: Once COMPANY has notified AGENCY in writing, including by e-mail, facsimile or other written communication, that AGENCY has violated any of the Internet Requirements and Guidelines hereunder, AGENCY must take the following steps to remedy the violation within fifteen (15) business days of the date of the written notice:

i. For violations of the Paid Search Requirements, AGENCY must disable non-conforming links, ads or web pages or make changes to each link, ad text, ad title or web page as directed by COMPANY;

ii. For violations of Site Content and SEO Requirements, AGENCY must make the website changes directed by COMPANY.

iii. For violations of Domain Names, Subdomains, and URLs Requirements, except in the case of domain names, which are addressed in Section H(2) above, AGENCY must disable any non-conforming subdomains or URLs as directed by COMPANY.

iv. For Violations of Social Media Website Requirements, AGENCY must, at COMPANY's discretion, disable or transfer exclusive control to COMPANY, of any non-conforming username, account name, profile name, page name, or similar and disable and any page, post, application, or advertising on any Social Media Website if allowed by the operator of such website.

b. Subsequent Violations: Following a second violation by AGENCY or AGENCY's failure to remedy a previously identified violation, COMPANY reserves the right to temporarily suspend or permanently revoke (i) its authorization to book or sell COMPANY products and/or (ii) payment of commissions for COMPANY products that are made during the period of an uncured violation. Further, COMPANY reserves the right to take appropriate legal action against all parties who violate its intellectual property rights and the BTC.

## **I. ASSIGNABILITY BY AGENCY/CHANGE OF OWNERSHIP**

AGENCY may not, without the express prior written consent of COMPANY, directly or indirectly assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under the BTC. AGENCY shall be deemed to have assigned its rights under the BTC (which assignment will require the consent of COMPANY) if the direct or indirect ownership of AGENCY materially changes (any change, whether as the result of a single transaction or series of transactions, related or not, in the ownership of more than 25% of any class of equity securities), whether by direct or indirect transfer, merger, consolidation or otherwise. COMPANY may, without AGENCY's consent, directly or indirectly assign, delegate or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under the BTC to an affiliate in the COMPANY group of companies.

## **J. INDEMNIFICATION**

AGENCY will indemnify, defend and hold COMPANY harmless from and against any loss, cost, claim, action, liability, suit, damage or expense (including reasonable attorneys' fees) relating to or arising directly from (a) AGENCY's negligence or willful misconduct in the performance or breach of the BTC and (b) any products sold to AGENCY's customers that are not COMPANY products.

## **K. INSURANCE**

AGENCY agrees to maintain comprehensive general liability insurance and tour operator/travel agency professional liability insurance in amounts consistent with industry standards for the size and operations of AGENCY.

10/23/12