AGREEMENT ON THE PARTICIPATION IN THE KLM CORPORATE BIOFUEL PROGRAMME

Koninklijke Luchtvaart Maatschappij N.V. ("KLM"), a company incorporated in The Netherlands having its registered office at Amsterdamseweg 55, 1182 GP, Amstelveen, The Netherlands, registered in the Trade Register of the Chamber of Commerce under number 33014286

and

Gemeente Amsterdam, a company incorporated in The Netherlands having its registered office at Amstel 1, Amsterdam and registered in the Chamber of Commerce under number 34366966 hereinafter referred to as Gemeente Amsterdam.

Hereinafter jointly referred to as "**Parties**"

Whereas:

A. KLM strives to set a high worldwide standard on Corporate Social Responsibility and has a mission to support the development of the market for sustainable Biofuel;

B. For this purpose, KLM developed the KLM Corporate Biofuel Programme ("**Programme**"), aiming to (i) contribute towards the sustainable development of aviation, (ii) spurring the development of the market for second generation Biofuels and (iii) minimizing aviation's carbon footprint by reducing emissions of the performance of green flights;

C. **Gemeente Amsterdam** wishes to participate in the Programme;

D. The Parties wish to define the terms of participation of the Company in the Programme in this Agreement.

Therefore, the Parties have agreed as follows:

1. **Term**
    1. This Agreement shall be effective as of 01 Januari 2019 ("**Effective Date**") and shall continue in effect for one (2019) year ("**Initial Term**") unless either Party uses its rights to terminate the Agreement as provided for in this Agreement.
    2. After the Initial Term, this Agreement shall automatically be renewed for subsequent periods of one year, unless either party gives written notice of its intention not to renew it ultimately two months before expiration of the initial or prolonged term.

2. **Communication on the Participation of Gemeente Amsterdam in the Programme**
   1. Gemeente Amsterdam shall be entitled to communicate on its participation in the Programme. KLM shall provide Gemeente Amsterdam with content for this purpose. Gemeente Amsterdam shall always use the content in accordance with branding guidelines and instructions (if applicable).
   2. KLM and Gemeente Amsterdam shall mutually agree on joint activities to create more exposure for the Programme and Gemeente Amsterdam participation in the Programme.
   3. KLM shall provide Gemeente Amsterdam with the Biofuel related information when applicable via a suitable platform, e.g. the BtoB newsletter, event etc.
   4. KLM shall provide Gemeente Amsterdam with the yearly "Sustainability Report", containing the yearly results of the Programme as certified by an external accounting firm.

3. **Participation contribution**
   1. For the participation in the Programme, Gemeente Amsterdam shall pay to KLM a yearly [redacted] (hereinafter referred to as "**Participation Contribution**").

   2. The Participation Contribution shall be invoiced by KLM to Gemeente Amsterdam. The payment shall be made within 30 days after the signed contract has been received.

      Bank Details:
      Bank: [redacted]
      Account holder: KLM NL
      Payment reference: [redacted]

   3. The Participation Contribution is excluding V.A.T. In the event V.A.T. is applicable, the V.A.T. amount shall be added to the invoice.

   4. The Participation Contribution shall only be used by KLM for the purpose of the development of Biofuel usage, including, but not limited to, to purchase as much sustainable Biofuel as reasonably possible.

4 **Designated representative**

1. All communication in connection with this agreement shall be send to:

   Gemeente Amsterdam
   [redacted]
   Gemeente Amsterdam
   Weesperplein 8, 1018 XA AMSTERDAM
   [redacted]

KLM Nederland
[redacted]
P.O. Box 7711
1117 ZL Schiphol
Email: [redacted]

5 Early termination

1. Each Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party, without any proof of default being required, in the event that:
    a. the other Party has ceased to exist, ceased its activities or has been dissolved and/or liquidated or a resolution with regard hereto has been adopted;
    b. the other Party has been declared bankrupt, or has been granted a moratorium of payments, on a temporary basis or otherwise, or a Party has lost the free management or disposal of its property and/or its assets in any other way, the foregoing irrespective of whether that situation is irreversible;
    c. the other Party defaults in the due performance and observance of any provision contained in this Agreement, and such non-performance and/or default is not capable of remedy or has not have been remedied within thirty (30) days of the relevant Party having received a written complaint specifying the nature of such default.
    d. In the event of negative publicity on one the Parties (including on the Programme) to the extent that it cannot reasonably be expected from the other Party to continue to be bound by this Agreement.
2. In the event of early termination, the Participation Contribution shall remain due for the contract year in which the Agreement is terminated. Gemeente Amsterdam shall not be entitled to any (partial) refund under this Agreement.

6 Confidentiality

With the exception of instances where this Agreement may stipulate otherwise, the Parties undertake to observe confidentiality and shall refrain from disclosing any information about the content of this Agreement to any other party.

7 Liability

The liability of either Party shall be limited to the amount of the Participating Contribution. Neither Party shall be liable for indirect damages, loss of profit, loss of business opportunity, reputation damage and consequential damage.

8 **Jurisdiction and applicable law**

1. This Agreement is governed by the laws of the Netherlands.
2. Each dispute that may arise in connection with this Agreement shall exclusively be submitted to the jurisdiction of the competent court in Amsterdam.

9 **Miscellaneous**

Any amendment of this Agreement shall only be valid when explicitly agreed upon in writing by the Parties.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto in two counterparts.

Koninklijke Luchtvaart Maatschappij N.V.
Place: AMSTELVEEN
Date: Apr 15, 2019

[redacted]

Air France-KLM Benelux

Gemeente Amsterdam
Place: AMSTERDAM
Date: May 21, 2019

[redacted]

Gemeente Amsterdam