

## Corporate Cooperation Agreement's Appendix to the Data Management and Data Processing Terms and Conditions

concluded between, on the one hand  
**the Partner referred to in the Corporate Collaboration Agreement**, hereinafter referred to as **Data Manager** for the guests concerned defined in section 2,

and on the other hand,

**the Hotel referred to in the Corporate Collaboration Agreement**, hereinafter referred to as **Data Processor** for the guests concerned defined in section 2,

which was created jointly between the **Contracting Parties** under the following conditions:

### I. Background and General Provisions:

The Contracting Parties concluded a contract for accommodation and other related services (hereinafter referred to as the Basic Agreement), which aims to guarantee the provision of services to the Partner for the benefit of the delegated guests, and the settlement and control of such services between the Parties, which involves the processing of personal data.

To protect the privacy of the data subjects, to keep the trust of clients and to ensure effective legal compliance with data protection requirements, in particular the European Parliament and Council Regulation (EU) 2016/679 (hereinafter referred to as "**GDPR**") and other effective data protection legislation, the Contracting Parties hereby define the obligations regarding the processing of personal data.

The Parties state that, as provided for in Article 28 (3) of the GDPR, data processing by the Data Processor *shall be governed* by a contract or other act concluded under the European Union law or a law of the Member State - defining *the subject matter, duration, nature and purpose of the data handling, the type of personal data*, the categories of persons concerned, and the duties and rights of the data manager - that binds the data processor to the data manager. In order to comply with this legal obligation, the provisions of this document supplement the Basic Agreement.

This agreement's appendix - together with mandatory statutory provisions on data management - defines the obligations and rights of the data processor that bind the data processor to the data manager.

The Parties agree that the data processor is not entitled to handle and process personal data transmitted by the data manager for purposes other than those specified in this contract.

### II. Categories and Statements Affected:

The Parties hereby acknowledge that as previously mentioned the Hotel as Data Processor, on behalf of the Partner as Data Manager, handles personal information of the guests, which are directly related to them.

**III.****Agreements and statements between the Data Manager and the Data Processor for guests as an affected group:**

The Parties agree that the Partner as Data Manager, prior to the transfer of relevant data, informs the data subjects that the Privacy Policy available at the Hotel reception is applicable to the processing of their personal data outside the scope of this contract.

**IV.****This agreement appendix relating to guests as the group of those affected determines, as follows, the data handling's:**

- a) subject, which is the scope of the personal data of the person concerned that is necessary to meet the requirements in the event of the fulfilment of the contract and the fulfilment control (entitlement control) of the contract created between the guest concerned and the data manager and the data processor contracted with it. The scope of these data is: name, requested service, service fee, type of room, length of stay (start and end), cost bearer, payment method, and other special needs.
- b) period specified in Section 6:22 of the Civil Code.
- c) nature, which is paper-based and electronic data management.
- d) purpose: to perform the contract between the guest and the accommodation service provider and the Partner, and to check the entitlement to the services.
- e) the type of personal data handled by the data processor:
- f) the name and the required services out of the guest's personal data.
- g) the categories of persons concerned: whether the person using the services and accommodation is a natural person or individual entrepreneur.

**V.****Data handling provisions for the persons referred to in section 3:**

The Contracting Parties undertake to handle personal data only to the extent strictly necessary to achieve the goals set out in the basic agreement and this Appendix in the course of the data management and data processing regulated in this Agreement Appendix.

The Contracting Parties agree that, in addition to the rate specified in the Basic Agreement, they shall not be entitled to reimbursement of their expenses incurred in fulfilling their obligations under this Agreement Appendix.

The Contracting Parties undertake to comply with all current applicable data protection legislation, in particular, the GDPR, for data management regulated in the Appendix to this Agreement.

In agreement with Article 28 (3) (a) of the GDPR, the parties also agree that a person having access to personal data acting under the direction of the data processor or the data processor shall treat the personal data of the person concerned solely on the basis of the written instructions of the data manager - including also the transmission of data to a third country or an international organization -, unless data management is required by European Union or national law applicable to the data processor; in this case, the data processor informs the data manager about this legal requirement prior to data management, unless the data manager's notice is prohibited by the relevant law on important public interest grounds.

In the light of Article 28 (3) (b) of the GDPR, the parties also agree that **the data processor shall ensure and guarantee that the persons authorized by him/her to handle personal data are subject to a confidentiality obligation or under a legally enforceable confidentiality obligation.**

**Contracting Parties shall ensure that personal data are only accessible to persons who are required to perform their duties under the Basic Agreement and this Appendix to the Agreement.**

In the light of Article 28 (3) (c) of the GDPR, the parties also agree that the data processor shall take the measures provided for in Article 32 of the GDPR. The data processor also guarantees to continuously provide relevant, up-to-date, high quality organizational, technical and physical security in accordance with the state of the art and science for the protection of the personal data provided to him/her, if possible excluding or minimizing the risk of potential privacy incidents.

The data manager declares that he or she handles personal data relating to the above natural persons on a paper basis and with a computer program providing modern physical and electronic protection, backups, as well as takes physical measures to prevent unauthorized access, partial or complete loss or damage to the data.

In the light Article 28 (3) (d) of the GDPR, the parties also agree that the data processor shall respect the conditions referred to in Article 28 (2) and (4) of the GDPR for the use of an additional data processor.

In the light of Article 28 (3) (e) of the GDPR, the parties also agree that the data processor, with due regard to the nature of the data processing, shall, by appropriate technical and organizational measures, assist the data manager to the extent possible to fulfil his obligations to the data subject to answer requests related to the exercise of the rights contained in Chapter 3 of the GDPR. The data processor guarantees that the rights of the user will be properly enforced and exercised in compliance with the GDPR and agrees to cooperate with the data manager to ensure the rights and obligations of the personal data. The data processor shall be civilly liable for all these to the data manager and the data subject.

In view of Article 28 (3) (f) of the GDPR, the parties also agree that the data processor shall assist the data manager in fulfilling obligations under Articles 32 to 36 of GDPR, taking into account the nature of the data handling and the information available to the data processor.

In the light of Article 28 (3) (g) of the GDPR, the parties agree that the data processor shall, after the completion of the provision of the data management service, discard or return the personal data to the data manager on the basis of the data manager's decision, and deletes existing copies unless the EU law or the law of the Member State requires the storage of personal data.

In agreement with Article 28 (3) (h) of the GDPR, the parties also agree that the data processor shall provide the data manager with all the information necessary to certify the fulfilment of the obligations set out in this Article, and to enable and facilitate audits, including on-the-spot inspections, carried out by the data manager or by another auditor who the data manager commissioned.

In view of Article 28 (3) of the GDPR, the parties agree that the data processor shall immediately inform the data manager - in particular, regarding Article 28 (3) (h) of the GDPR - if he considers that any of his/her instructions infringes the GDPR regulation or national or EU data protection provisions.

By signing this document, the data manager authorises the data processor to have additional data managers but these additional data managers must comply with the provisions of GDPR and other mandatory data protection legislation the same way as the data processor.

The data processor shall be liable for any further data processing activity that he or she uses, for compliance with data protection laws or for consistency with the provisions of this appendix to the contract.

In the light of Article 28 (4) of the GDPR, the parties agree if the data processor uses additional data processing services for specific data management activities on behalf of the data manager, by means of a contract or other legal act established under Union or national law, this additional

data processor shall also have the same data protection obligations as those established between the data manager and the data processor. In doing so, the data processor agrees to shift the contractual obligations arising from this appendix to the contract and the obligations from the GDPR in a written contract to the additional data processor.

**VI.**

**For the contact persons indicated in the Corporate Cooperation Agreement, the following provisions shall apply:**

The parties declare that upon concluding and fulfilling the basic agreement between them, they share personal information for communication purposes. The data of the data subjects are managed for the purpose of maintaining contact and fulfilling contractual obligations between the parties. Regarding its own contact person, each party is a data manager, regarding the contact person of the data manager, the other party is a data controller.

**This agreement appendix relating to contact persons between the parties determines, as follows, the data handling's:**

- a) subject, which is the scope of the personal data of the person concerned that is necessary to identify the contact person of the data controller. / the scope of these data: name, phone number, mobile number, email address.
- b) period, which is the period of time specified in Section 6:22 of the Civil Code /in view of any dispute between the parties on the general limitation period and in view of the time needed for obtaining the other party's knowledge with regard to enforcing claims.
- c) nature, which is paper-based and electronic data management.
- d) purpose, which is to contribute to the fulfilment of the tasks undertaken in the contract.
- e) the type of personal data handled by the data processor: personal data, data providing contact details.
- f) categories of data subjects, which are: the contact persons of the parties.

**The data handling provisions for the persons referred to in Chapter VI are the same as those listed in Chapter V.**

**Data transmission to a third country or to an international organization:**

The Contracting Parties undertake to notify each other in advance in writing, at the same time as obtaining the express consent of the concerned party, in connection with the data management regulated in this Appendix to the Agreement prior to the transfer of personal data to a third country or an international organization without a decision on adequacy, including the use of the server outside the Union in the event of using cloud services. The notification shall indicate the mechanism for the transmission of data outside the Union in Chapter V of the GDPR.

**Breach of contract**

A serious breach of the essential obligations set out in the Appendix to this Agreement by a Contracting Party constitutes a serious breach of the obligations contained in the Basic Agreement and involves the Contracting Parties' right to suspend or terminate the Basic Agreement with immediate effect by referring to the breach of contract. The Contracting Parties shall also be entitled to the above, even if the handling of data pursuant to this Agreement is incompatible with the data protection legislation. In the event of the termination of the basic agreement, the provisions of the Appendix to this contract shall remain in force, which, by their

nature, may also apply after the termination of the basic agreement.

The provisions of this **Corporate Cooperation Agreement's Appendix to the Data Management and Data Processing Terms and Conditions** are part of the concluded Corporate Cooperation Agreement.