

DATA PROCESSING ADDENDUM TO THE SERVICES AGREEMENT

This Data Processing Addendum ("**Addendum**") is made on [●] ("**Effective Date**")

BETWEEN

1. [Customer] [a corporation with its principal place of business at ____] ("Customer");

and

2. _____ (Quadriga Worldwide Ltd., Exceptional Innovation, Inc., or interTouch Pte., Ltd (as applicable pursuant to the parties to the Main Agreement, "Supplier").

RECITALS

- (A) Supplier provides certain entertainment, interactive, informational and connectivity services ("**Services**") to Customer under the sales and services agreement interactive and/or connectivity services agreement (the "**Main Agreement**"). In connection with the Services, the Parties anticipate that Supplier will process Personal Data on behalf of Customer, the data controller for such Personal Data;
- (B) To the extent that the provision of such Services involves the processing of Personal Data, the Parties have agreed to enter into this Addendum for the purposes of ensuring compliance with the applicable Data Protection Laws (as defined below).

THEREFORE, Parties have agreed as follows:

1. DEFINITIONS

- 1.1 Terms such as "(sub)process/(sub)processing", "data subject", "data processor, "data controller", "personal data", "data breach", "data protection impact assessment", "appropriate technical and organisational measures", "recipient" shall have the same meaning ascribed to them in the Data Protection Laws;
- 1.2 "**Authorized Subprocessors**" means (a) those Subprocessors set out in Annex 2 (*Authorised Subprocessors*); and (b) any additional Subprocessors added in accordance with section 5.1;
- 1.3 "**Data Protection Laws**" means in relation to any Personal Data which is Processed in the performance of the Main Agreement, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") on and from 25 May 2018, in each case together with all laws implementing or supplementing the same and any other applicable data protection or privacy laws;
- 1.4 "**EEA**" means the European Economic Area;
- 1.5 "**Parties**" means all signatories to this Addendum.
- 1.6 "**Personal Data**" means the data described in Annex 1 (*Details of Processing of Personal Data*) and any other personal data processed by Supplier or any Subprocessor on behalf of CUSTOMER pursuant to or in connection with the Main Agreement;
- 1.7 "**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European

Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;

- 1.8 **"Subprocessor"** means any data processor (including any third party and any affiliated company) appointed by Supplier to process personal data on behalf of Customer; and
- 1.9 **"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.

2. PROCESSING OF THE PERSONAL DATA

- 2.1 The parties acknowledge and agree that, with regard to the processing of personal data, and as between the Customer and Supplier, Customer is the Data Controller and Supplier is a Data Processor and that Supplier may engage Sub-processors pursuant to the requirements set forth in Section 5 below.
- 2.2 Supplier shall only process the types of Personal Data relating to the categories of data subjects for the purposes set forth in the Agreement, which are enumerated in Annex 1 (*Details of Processing of Personal Data*) to this Addendum. Supplier shall not process, transfer, modify, amend or alter the Personal Data, or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with Customer's documented instructions (whether in the Agreement or otherwise) except otherwise required by applicable EU law to which Supplier is subject, in which case Supplier shall to the extent permitted by such law inform Customer of that legal requirement before processing that Personal Data.
- 2.3 For the purposes set out in section 2.2 above, Customer hereby instructs Supplier to transfer Personal Data, as related to the services (if and to the extent applicable) the Subprocessors listed in Annex 2.
- 2.4 Parties understand and agree that, if the Main Agreement was executed pursuant to a Master Services Agreement with a hospitality brand, or if Customer subsequently affiliates with a hospitality brand, to the extent that Supplier and the hospitality brand have or will enter into centralized terms as a part of the Master Services Agreement structure, and if such terms reflect agreement on a single data protection addendum or amendment, the terms of this Data Protection Addendum will terminate in favour of the terms set forth in a Master Services Agreement. Notwithstanding the foregoing, any such modification to property-level terms contained within a Master Services Agreement must permit parties to fully comply with the requirements of law.

3. SUPPLIER PERSONNEL

- 3.1 Supplier will treat all Personal Data as strictly confidential and that it shall inform all of its employees, agents, contractors and/or Authorized Subprocessors engaged in processing the Personal Data of the confidential nature of such Personal Data. Supplier shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality obligations (of which a copy shall be provided upon Customer's request) or are under an appropriate statutory obligation of confidentiality.

4. SECURITY

- 4.1 In addition to any obligations set forth in the Main Agreement, or any related obligations that may be set forth in a Master Services Agreement with a hospitality brand (to the extent applicable), Supplier shall implement appropriate technical and organisational measures to

ensure a level of security of the Personal Data appropriate to the risk and shall take all measures required pursuant to article 32 GDPR. The technical and organisational measures shall include reasonable measures as such measures are described in Supplier's Global Data Protection Policy. Supplier shall tighten, supplement, and improve its security measures on an on-going basis, as appropriate, in order to maintain compliance with Data Protection Laws.

- 4.2 Customer may provide written notice to Supplier if, in its reasonable opinion, the technical and organisational measures set out in this section and the Global Data Protection Policy need to be changed to take account of the Data Protection Laws.

5. SUBPROCESSING

- 5.1 Subject to section 5.3, Supplier shall provide notice to Customer prior to the use of any Subprocessor to process Personal Data.

- 5.2 With respect to each Subprocessor, Supplier shall (i) provide Customer with full details of the processing to be undertaken by each Subprocessor; and (ii) include terms in the contract between Supplier and each Subprocessor that are the same as those set out in this Addendum (also incorporating Standard Contractual Clauses or other arrangement Customer may approve) and shall supervise compliance thereof. Upon request, Supplier shall provide a copy of its agreements with Subprocessors to Customer for its review.

- 5.3 As at the Effective Date, Customer hereby authorises Supplier to engage those Subprocessors set forth in Annex 2.

6. DATA SUBJECT RIGHTS

- 6.1 Supplier shall notify Customer within five (5) calendar days if it receives a data subject access request, including requests by a data subject to exercise rights in chapter III of GDPR, and shall provide full details of that request.

- 6.2 Supplier shall fully co-operate as requested by Customer to enable Customer to comply with any exercise of rights by a data subject under Chapter III GDPR regarding Personal Data. Such co-operation shall include (i) the provision of all information requested by Customer within any reasonable timescale specified by Customer, including full details and copies of the complaint, communication, or request and any Personal Data it holds in relation to a data subject; (ii) where applicable, providing such assistance requested by Customer to enable Customer to comply with the relevant request within the timescales prescribed by the Data Protection Laws; and (iii) implementing any additional technical and organisational measures as may be reasonably required by Customer to allow Customer to respond effectively to relevant complaints, communications or requests.

7. INCIDENT MANAGEMENT

- 7.1 Supplier shall notify CUSTOMER immediately, and in any case within twenty-four (24) hours upon becoming aware of or reasonably suspecting a data breach, providing CUSTOMER with sufficient information which allows CUSTOMER to meet any obligations to report a data breach in accordance with the Data Protection Laws, including Article 33 and 34 GDPR.

- 7.2 Supplier shall fully co-operate with CUSTOMER and take such reasonable steps as are directed by CUSTOMER to assist in the investigation, mitigation and remediation of each data breach, in order to enable CUSTOMER to (i) perform a thorough investigation into the data breach, (ii) formulate a response that meets the requirements of the applicable Data

Protection Laws and (iii) take suitable further steps in respect of the data breach in order to meet any requirement under the Data Protection Laws.

- 7.3 The Parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons. Supplier shall not inform any third party (except the authorized representatives of a hospitality brand if such notice is required under the terms of an applicable Master Services Agreement) without first obtaining CUSTOMER's prior written consent, unless notification is required by EU or Member State law to which Supplier is subject, in which case Supplier shall to the extent permitted by such law inform CUSTOMER of that legal requirement, provide a copy of the proposed notification and consider any comments made by CUSTOMER before notifying the data breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 8.1 Supplier shall provide reasonable assistance to CUSTOMER with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of CUSTOMER or any of its affiliates which are required under Article 36 GDPR, in each case in relation to processing of Personal Data by Supplier on behalf of CUSTOMER and taking into account the nature of the processing and information available to Supplier.

9. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

- 9.1 Supplier shall promptly, and in any event within 20 (twenty) days of the earlier of: (i) cessation of processing of Personal Data by Supplier; or (ii) termination of the Main Agreement, at the choice of CUSTOMER either (i) return a complete copy of all Personal Data to CUSTOMER and securely wipe all other copies of Personal Data processed by Supplier or any Authorised Subprocessor; or (ii) securely wipe all copies of Personal Data processed by Supplier or any Authorised Subprocessor.

10. AUDIT RIGHTS

- 10.1 Supplier shall make available to CUSTOMER on request all information necessary to demonstrate compliance with Data Protection Laws and this Addendum and allow for and contribute to audits, including inspections by CUSTOMER or another auditor mandated by CUSTOMER of any premises where the processing of Personal Data takes place. Supplier shall permit CUSTOMER or another auditor mandated by CUSTOMER to inspect, audit and copy any relevant records, processes and systems in order that CUSTOMER may satisfy itself that the provisions of Data Protection Laws and this Addendum are being complied with.

11. INTERNATIONAL TRANSFERS OF CUSTOMER PERSONAL DATA

- 11.1 Supplier shall not (permanently or temporarily) process the Personal Data nor permit any Authorised Subprocessor to (permanently or temporarily) process the Personal Data in a country outside of the EEA without an adequate level of protection as defined in Data Protection Laws.
- 11.2 When requested by CUSTOMER, Supplier shall promptly enter into (or procure that any relevant Subprocessor of Supplier enters into) an agreement with CUSTOMER including or on such provisions as those set out forth under Data Protection Law (e.g. the *Standard Contractual Clauses*), in respect of any processing of Personal Data in a country outside of the European Economic Area without an adequate level of protection.

12. MISCELLANEOUS

- 12.1 Subject to section 12.2, the Parties agree that this Addendum and the Standard Contractual Clauses shall terminate automatically upon termination of the Main Agreement or expiry or termination of all service contracts entered into by Supplier with CUSTOMER pursuant to the Main Agreement, whichever is later.
- 12.2 Any obligation imposed on Supplier under this Addendum in relation to the processing of Personal Data shall survive any termination or expiration of this Addendum.
- 12.3 In the event of conflict between this Addendum and the Main Agreement, the terms of this Addendum will prevail.
- 12.4 With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including but not limited to the Main Agreement, the provisions of this Addendum shall prevail with regard to the Parties' data protection obligations for Personal Data. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 12.5 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 12.6 This Addendum is governed by the laws of the United Kingdom. Any disputes arising out or in connection with this Addendum shall be brought exclusively before the competent courts of England.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Main Agreement with effect from the Effective Date first set out above.

[signature page follows]

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the processing of Personal Data

Subject Matter = Operation and delivery of Interactive and Internet services

Duration of processing = Duration of Guest stay or Duration of holding data as specified by the data controller or local regulation

The nature and purpose of the processing of Personal Data

The nature of personal data is as follows

- Guest name
- Email address
- Mobile Number
- Room number (to the extent that the room number is a part of a data set that enables re-identification)
- Loyalty/Membership Numbers

The purpose of the personal data is for

- Authentication / Authorisation of service
- Identification for salutation and personalisation of services

The types of Personal Data to be processed

- **Personal characteristics**
 - Connectivity with Property Management system (PMS)
 - Local data gathering of User information [Name]. This temporary storage held on site for a defined period
 - If Internet services subscribed then local data gathering of User information
 - Personal Mobile Device Identity (MAC address)
 - Email address for Authentication
 - Mobile Number for Authentication
- **Consumption data**
 - Data collection around activated services for the room
 - Gathering data around Televisions [Model, Software, System] installed in the property
 - Gathering data around Channels [Installed, Activated, Usage] by guests in the room
 - Gathering data around services [Usage, billing] by room
 - Operational data around the service [Headend, streaming, network]
- **Financial data**
 - Financial Data collection around chargeable services offered
 - Posting of purchase data to PMS

The categories of data subject to whom the Personal Data relates

The data subjects would be

1. Hotel guests
2. Hotel Visitors
3. Hotel Conference users
4. Hospital patient using Internet / Interactive services

ANNEX 2: SUBPROCESSORS

The list of subprocessors is set forth in detail in the “Subprocessor List/Customers,” as such list may be amended (upon notice and with a right to object) from time to time and available at www.quadriga.com/GDPRclient. The list is hereby incorporated by reference as this Annex 2.