

TERMS OF USE - CONFERENCE HOTEL GROUP B.V.

Introduction

The Conference Hotel Group B.V. is founded in 2009 and is a member of HBAA (Hotel Booking Agency Association) since 2016. The Conference Hotel Group BV is located in Weesp (1382 LE) at Nijverheidslaan 3-A17, with Chamber of Commerce number 53935179, VAT number NL851079787B01 and registered under IATA TIDS 9600 5103. These Terms of Use apply to the use of www.conferencehotelgroup.com (our website including booking & search tool). Through our website we offer the Visitor a Platform where the Visitor can search for available meeting rooms, group accommodations, hotels and event locations at affiliated Location Providers of the Conference Hotel Group. The use of the Platform is free for the Visitor. Eventually, a Booking is made between the Visitor and the Location Provider, or a Booking is postponed or cancelled. The Location Provider pays the Conference Hotel Group for its Services. The Conference Hotel Group does not rent, resell, etc. of meeting rooms, group accommodations, hotels and event locations.

1. Definitions

- 1.1. **Account:** the account/profile Location Provider has to create on the Platform to make use of the Services provided by CONFERENCE HOTEL GROUP B.V.
- 1.2. **Agreement:** agreement between the Location Provider and CONFERENCE HOTEL GROUP B.V. including these Terms of Use.
- 1.3. **Booking:** the Agreement concluded between the Location Provider and the Visitor.
- 1.4. **Customer:** the Visitor who made a Booking with a Location Provider.
- 1.5. **Event locations:** all meeting locations, group accommodations, event locations and hotels etc. offered on the Platform by the Location Providers.
- 1.6. **Fee:** The amount paid by a Location Provider to CONFERENCE HOTEL GROUP B.V. for the Services. The Fee shall be paid if a Visitor enters into an agreement with the Location Provider. The Fee is a percentage of the total amount that the Visitor pays to the Location Provider for the Booking. The fee is a percentage of the total amount that

the Visitor pays to the Location Provider for the booking and all other costs (including paid cancellation fees) that the Visitor must pay to the Location Provider. The percentage shall be agreed per Booking between the Location Provider and CONFERENCE HOTEL GROUP B.V. as entered and confirmed in the online environment.

- 1.7. **Location Provider:** all Location Providers who use the Services of CONFERENCE HOTEL GROUP B.V.
- 1.8. **Personal data:** all data or collection of data that can be traced back to an individual person or make a person identifiable and that are processed in the performance of the Agreement.
- 1.9. **Platform:** the platform www.conferencehotelgroup.com including the booking and search tool.
- 1.10. **Privacy legislation:** all laws and regulations, both at national and international level, including Regulation (EU) 2016/679 on data protection ("**GDPR**"), that apply to the collection, storage, processing and transfer of personal data, as well as any (future) amendments and/or additions to these laws and regulations.
- 1.11. **Services:** the services offered by CONFERENCE HOTEL GROUP B.V. via its Platform to the Location Providers, whereby the Location Providers can publish, promote and/or sell their services and products to the Visitor for reservation.
- 1.12. **Terms of Use:** the general terms of use of CONFERENCE HOTEL GROUP B.V. for the use of www.conferencehotelgroup.com (our website including booking & search tool)
- 1.13. **Visitor:** the visitor to the website www.conferencehotelgroup.com.

2. Scope Terms of Use

- 2.1. These Terms of Use shall apply to all offers, quotations and Agreements whereby CONFERENCE HOTEL GROUP B.V. provides Services of any nature and under any name whatsoever to the Location Provider. All offers and other statements made by CONFERENCE HOTEL GROUP B.V. shall be without obligation, unless CONFERENCE HOTEL GROUP B.V. has explicitly indicated otherwise in writing.

- 2.2. Deviations from and additions to these Terms of Use shall only be valid if they have been agreed in writing between the Parties.
- 2.3. The applicability of purchase, delivery or other (general) terms and conditions of the Location Provider is expressly rejected, unless CONFERENCE HOTEL GROUP B.V. has expressly agreed to the Location Provider's General Terms and Conditions in writing.
- 2.4. If any provision of these Terms of Use is null and void or is annulled, the other provisions of these Terms of Use shall remain in full force and effect. In that case, CONFERENCE HOTEL GROUP B.V. and the Location Provider shall enter into consultation with a view to agreeing new provisions to replace the invalid or annulled provisions, taking the purpose and purport of the invalid or annulled provisions into account as much as possible.
- 2.5. CONFERENCE HOTEL GROUP B.V. is free to change these Terms of Use at any time it deems necessary. CONFERENCE HOTEL GROUP B.V. will notify Location Provider through a notification on the website or in the Account of the Location Provider on the website. Changes to the Terms of Use enter into force thirty (30) days from the day they are announced, unless a later date is announced in the notice. The changes will also apply to existing Agreements, but not apply to Bookings already made before the change of the Terms of Use comes in effect. If a Location Provider does not wish to accept the changes to the Terms of Use, he may in writing to CONFERENCE HOTEL GROUP B.V. terminate the existing Agreement within the abovementioned period through terminating its Account on the Platform. CONFERENCE HOTEL GROUP B.V. may changes the Terms of Use at any time immediately if the change is necessary due to a change in applicable laws or regulations. In that case Location Provider does not have the right to terminate the Agreement.

3. Conclusion of an Agreement

- 3.1. The Location Provider guarantees the accuracy and completeness of the information provided by him or on his behalf to CONFERENCE HOTEL GROUP B.V. on which CONFERENCE HOTEL GROUP B.V. bases its offer on the website for the Services to be provided.
- 3.2. A Booking is made after the Visitor has accepted the offer of the Location Provider by signing the confirmation of the Location Provider.

3.3. After a Booking has been made and the Booking has been carried out by the Location Provider and the Customer has paid the Location Provider in full for the services provided by the Location Provider, the Location Provider must pay the Fee for the Services provided by CONFERENCE HOTEL GROUP B.V.

4. Performance of Services

4.1. CONFERENCE HOTEL GROUP B.V. shall use its best efforts to promote the Events locations of the Location Provider. All Services of CONFERENCE HOTEL GROUP B.V. are performed on the basis of an obligation to perform to the best of its ability.

4.2. CONFERENCE HOTEL GROUP B.V. may make changes to the content or scope of the Services. If such changes result in a change in the procedures of the Location Provider and CONFERENCE HOTEL GROUP is aware that a change in its Services results in a change of the procedures of Location Provider, CONFERENCE HOTEL GROUP B.V. shall inform the Location Provider as soon as possible and the costs of this change shall be borne by the Location Provider. In that case, the Location Provider may terminate the agreement in writing by the date on which the change takes effect, unless the change is related to changes in relevant legislation or other regulations issued by competent authorities or CONFERENCE HOTEL GROUP B.V. bears the costs of this change.

4.3. CONFERENCE HOTEL GROUP B.V. may temporarily suspend all or part of the Services for maintenance. CONFERENCE HOTEL GROUP B.V. shall not allow the decommissioning to last longer than necessary, if possible outside office hours and, depending on the circumstances, shall commence after having informed the Location Provider of this via the Platform, Account or other means.

5. Prices and payment

5.1. All prices include turnover tax (VAT) and other levies imposed or to be imposed by the government, unless explicitly stated otherwise.

5.2. The payment of a Fee by the Location Provider shall be made by invoice, which shall be sent after CONFERENCE HOTEL GROUP B.V. has been informed of the turnover of the services provided by the Location Provider to the Customer. The Location Provider

shall receive an invoice from CONFERENCE HOTEL GROUP B.V., which must be paid within 14 days after the client has settled the final balance with the hotel.

- 5.3. If the Location Provider consists of several natural persons and/or legal entities, each of these persons or legal entities shall be jointly and severally liable for payment of the amounts due under the Agreement and Terms of Use.
- 5.4. If the invoice is contested, the location provider must notify CONFERENCE HOTEL GROUP B.V. within thirty (30) days of the date of the invoice that he is contesting and clearly and fully state the reasons for the contestation. If the Location Provider does not contest the invoice within the aforementioned period, he shall be deemed to have accepted the invoice for the Fee.
- 5.5. If there is a payment arrears of 3 months or more, CONFERENCE HOTEL GROUP B.V. shall no longer actively carry out promotional activities or other Services for the Location Provider until the arrears have been paid, or further agreements have been made with CONFERENCE HOTEL GROUP B.V. The Location Provider shall receive instructions by e-mail on how the outstanding invoices can still be paid.
- 5.6. If the Location Provider fails to pay the amounts owed or fails to pay them on time, the Location Provider shall be in default, without any reminder or notice of default being required, and shall owe interest of one percent (1%) per month on the outstanding amount, unless the statutory commercial interest is higher, in which case the Location Provider shall owe statutory commercial interest. If, after a reminder or notice of default, the Location Provider fails to pay the claim, CONFERENCE HOTEL GROUP B.V. may assign the claim to a third party, in which case the Location Provider shall, in addition to the total amount then due, also be obliged to reimburse all judicial and extrajudicial costs, including all costs calculated by external experts.

6. Confidential Information

- 6.1. Location Provider and CONFERENCE HOTEL GROUP B.V. shall ensure that all information received from the other Party which is known or should reasonably be known to be confidential shall remain confidential. The Party receiving Confidential Information shall only use it for the purpose for which it was provided. Information will in any case be considered confidential if one of the Parties has designated it as such.

7. Security, data protection and restriction of use

- 7.1. The responsibility for the provision of Personal Data and any other data Location Provider provides to CONFERENCE HOTEL GROUP B.V. and/or that Location Provider processes during use of the Services provided by CONFERENCE HOTEL GROUP B.V., such as the Platform, lies solely with the Location Provider.
- 7.2. The Location Provider determines the purpose and means for the processing of the Personal Data and is therefore to be considered as data controller under the GDPR. CONFERENCE HOTEL GROUP B.V. acts as data processor within the meaning of the GTC.
- 7.3. Location Provider guarantees CONFERENCE HOTEL GROUP B.V. that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party and indemnifies CONFERENCE HOTEL GROUP B.V. against all claims of a third party on the grounds that the processing is unlawful or infringes any right of that third party.
- 7.4. Both parties shall comply with the applicable Privacy legislation. Any liability of the Location Provider or CONFERENCE HOTEL GROUP B.V. towards each other shall be limited, with the exception of article 7.3, to the provisions of article 13 of these General Terms and Conditions.
- 7.5. The Appendix 1 for the processing of Personal Data sets out the agreements between the Location Provider as the data controller and CONFERENCE HOTEL GROUP B.V. as the data processor.
- 7.6. If CONFERENCE HOTEL GROUP B.V. is obliged under the Agreement to provide a form of information security, that security shall meet the specifications concerning security as agreed in writing between the Parties. CONFERENCE HOTEL GROUP B.V. shall never guarantee that information security is effective under all circumstances. In the absence of an explicitly described security in the Agreement, the security shall comply with a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with taking security measures.
- 7.7. If computer, data or telecommunications facilities are used in the performance of the Agreement or otherwise, CONFERENCE HOTEL GROUP B.V. shall be entitled to assign access or identification codes to the Location Provider. CONFERENCE HOTEL GROUP B.V. shall be entitled to change the access or identification codes assigned to it. The

Location Provider shall treat the access and identification codes confidentially and with care and shall only disclose them to authorised personnel. CONFERENCE HOTEL GROUP B.V. shall never be liable for damage or costs resulting from the use or misuse of access or identification codes, unless the misuse was possible as a direct result of an act or omission by CONFERENCE HOTEL GROUP B.V.

- 7.8. Location Provider may access their Account, the Platform solely as intended through the provided functionality of the Account and Platform and as permitted under the Agreement. If Location Provider breaches any user restriction as set forth in these Terms of Use, CONFERENCE HOTEL GROUP B.V. it may at any time at its discretion terminate or suspend the Services without any liability towards the Location Provider or any third party engaged by the Location Provider using the Services
- 7.9. Location Provider may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law), nor attempt to disable or circumvent any security or other technological measure designed to protect the Service or any content available through the Service.
- 7.10. Location Provider agrees not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Platform, Account or other Services designed to control the manner in which the Services are secured, or otherwise access or use the Services in a manner inconsistent with reasonable and lawful usage.
- 7.11. Location Provider agrees not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.

8 Risk

- 8.1. The risk of loss, theft, embezzlement or damage to items, products, data, documents, software, databases or data (codes, passwords, documentation, etc.) that are manufactured or used in the context of the performance of the Agreement shall pass to the Location Provider at the time when they are placed at the actual disposal of the

Location Provider or an assistant of the Location Provider. Insofar as these objects are in the actual power of disposal of CONFERENCE HOTEL GROUP B.V. or auxiliary persons of CONFERENCE HOTEL GROUP B.V., CONFERENCE HOTEL GROUP B.V. shall bear the risk of loss, theft, embezzlement or damage to these objects.

9 Intellectual Property

- 9.1 All intellectual property rights to the software, source codes, websites, Platform, booking tool, search tool, data files, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof developed on the basis of the Agreement or made available to the Location Provider shall be vested exclusively in CONFERENCE HOTEL GROUP B.V. The Location Provider shall only acquire the rights of use expressly granted by these Terms of Use and the law. A right of use to which the Location Provider is entitled is non-exclusive, non-transferable to third parties and not sub-licensable and is valid during the Term of the Agreement, unless the Location Provider and CONFERENCE HOTEL GROUP B.V. have entered into a partner agreement that gives the Location Provider the right to provide the Services and/or to grant a sub-licence for the intellectual property.
- 9.2 The Location Provider is not permitted to remove or alter any indication of confidential nature or concerning copyrights, patent rights, trademarks, trade names or any other intellectual property right from the Software, websites, databases, equipment or materials.
- 9.3 Even if the Agreement does not expressly provide for a power to do so, CONFERENCE HOTEL GROUP B.V. is permitted to make technical provisions to protect the software, equipment, data files, websites, source codes, etc. in connection with an agreed restriction in the content or the duration of the right to use these objects. The Location Provider is not permitted to remove or circumvent such a technical provision or to have it removed or circumvented.
- 9.4 All rights, including applicable ancillary rights, with regard to (combinations of) word and/or figurative marks or parts thereof that are made available or made available by the Location Provider for the performance of the Agreement in any form whatsoever, regardless of the way in which they are used or stored, rest exclusively with the Location Provider, unless otherwise agreed in writing. The aforementioned word and/or pictorial trademarks shall not be reproduced, copied or made available to third

parties or made public, or otherwise used than exclusively for the performance of the Agreement.

10 Term and termination for convenience

- 10.1 The Agreement is entered into for an indefinite period.
- 10.2 If the Location Provider wishes to terminate the cooperation with CONFERENCE HOTEL GROUP B.V., this must be done in writing, with due observance of a notice period of three calendar months. Any other form of cancellation shall not be accepted and shall therefore not be processed.
- 10.3 CONFERENCE HOTEL GROUP B.V. shall be entitled to terminate the Agreement in writing, subject to three calendar months' notice.

11 Termination for cause

- 11.1 Each of the parties shall only be entitled to dissolve the Agreement on account of an attributable failure in the performance of the Agreement if the other Party, always after a written notice of default that is as detailed as possible and in which a reasonable period is set for the rectification or removal of the failure, fails imputably in the performance of essential obligations under the Agreement. Payment obligations on the part of the Location Provider and all other obligations for the Location Provider to cooperate or a third party engaged by the Location Provider shall always be regarded as material obligations under the Agreement.
- 11.2 If the Location Provider has already received Services under the Agreement at the time of the dissolution referred to in Article 11.1, these Services and the associated payment obligation shall not be subject to cancellation, unless the Location Provider proves that CONFERENCE HOTEL GROUP B.V. is in default with regard to the essential part of these Services. Amounts that CONFERENCE HOTEL GROUP B.V. has invoiced to the Location Provider prior to the rescission in connection with what CONFERENCE HOTEL GROUP B.V. has already properly and properly performed or delivered in the performance of the Agreement shall remain payable in full, with due observance of the provisions of the previous sentence, and shall become immediately due and payable at the time of rescission.

11.3 Either Party may terminate the Agreement in writing, in whole or in part, with immediate effect and without notice of default being required, if the other Party is granted a suspension of payments, whether provisional or otherwise, or if a petition is filed for bankruptcy of the other Party, if the other Party's business is liquidated or terminated other than for the purpose of reconstruction or merger of businesses, if the other party is subject to an attachment by way of execution, or if the decisive control over the business of the Location Provider changes. CONFERENCE HOTEL GROUP B.V. shall never be obliged on account of such termination to refund monies already received or to pay damages. In the event of bankruptcy of the Location Provider, the right to use software, websites and the like made available to the Location Provider shall lapse by operation of law.

12 Warranty

12.1 CONFERENCE HOTEL GROUP B.V. is not responsible for checking the accuracy and completeness of the results of the data provided by the Location Provider. Neither is CONFERENCE HOTEL GROUP B.V. responsible for the Content that the Location Provider places on the website of CONFERENCE HOTEL GROUP B.V.

13 Liability

13.1 The total liability of CONFERENCE HOTEL GROUP B.V. on account of an attributable failure in the performance of the Agreement or on any other ground, including expressly any failure to perform an obligation agreed with the Location Provider, shall be limited to compensation for direct damage up to a maximum of the amount of the net invoice amount (excluding VAT) stipulated for that Agreement for the month in which the damage occurred or results from it.

13.2 The liability of CONFERENCE HOTEL GROUP B.V. shall in any event always be limited, regardless of the provisions of the previous paragraph, to the net invoice amount (excluding VAT) for the year in which the damage arose or results from it.

13.3 The liability of CONFERENCE HOTEL GROUP B.V. for indirect damage, consequential damage, loss of profit, loss of turnover, lost savings, reduced goodwill, damage due to business interruption and damage related to the use of items, materials or software of third parties prescribed by the Location Provider is excluded. The liability of

CONFERENCE HOTEL GROUP B.V. for mutilation, destruction or loss of data or documents is also excluded.

- 13.4 The exclusions and limitations of the liability of CONFERENCE HOTEL GROUP B.V., as described in the previous paragraphs of this article, shall not affect the other exclusions and limitations of liability of CONFERENCE HOTEL GROUP B.V. pursuant to this Agreement.
- 13.5 Unless compliance by CONFERENCE HOTEL GROUP B.V. is permanently impossible, CONFERENCE HOTEL GROUP B.V.'s liability for attributable failure to comply with an Agreement shall only arise if Location Provider has failed to comply with the Agreement. CONFERENCE HOTEL GROUP B.V. immediately gives notice of default in writing, stating a reasonable period for rectification/removal of the shortcoming, and CONFERENCE HOTEL GROUP B.V. continues to fail imputably to fulfil its obligations even after that period. The notice of default must contain as complete and detailed a description as possible of the shortcoming, so that CONFERENCE HOTEL GROUP B.V. is given the opportunity to respond adequately.
- 13.6 Any right to compensation shall always be conditional on the Location Provider notifying CONFERENCE HOTEL GROUP B.V. of the damage in writing as soon as possible after it has arisen, but no later than within one calendar month. Any claim for damages against CONFERENCE HOTEL GROUP B.V. shall lapse twelve (12) months after the claim arose.
- 13.7 The provisions of this article as well as all other limitations and exclusions of liability referred to in these General Terms and Conditions shall also apply to all (legal) persons engaged by CONFERENCE HOTEL GROUP B.V. in the performance of the Agreement.

14 Force majeure

- 14.1 Neither Party is obliged to fulfil any obligation, including any guarantee obligation agreed between the Parties, if it is prevented from doing so as a result of force majeure. Force majeure shall also include: (i) government measures, (ii) war, (iii) natural disasters (iv) network failure, (v) power failures and disruptions, (vi) pandemics.

14.2 If a force majeure situation lasts longer than ninety days, each of the Parties shall be entitled to dissolve the Agreement in writing. What has already been performed on the basis of the Agreement will in that case be settled proportionately, without the Parties otherwise owing each other anything.

15 Assignment

15.1 The Location Provider is not entitled to sell, assign and/or transfer the rights and/or obligations under the Agreement to a third party.

15.2 CONFERENCE HOTEL GROUP B.V. shall be entitled to transfer its claims for payment of fees to a third party.

16 Governing law and venue

16.1 Dutch law shall apply exclusively to the Agreements between CONFERENCE HOTEL GROUP B.V. and the Location Provider as well as to all disputes relating to or arising from this Agreement.

16.2 All disputes arising from or related to this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

Last update: February 23rd 2023 - updated physical address of Conference Hotel Group B.V.

Appendix 1: Agreements for processing of Personal Data

- 1.1. Annex 1 to this appendix contains the categories of data subjects involved, the Personal Data to be provided/received from the Location Provider and the sub-processors engaged by CONFERENCE HOTEL GROUP B.V.
- 1.2. CONFERENCE HOTEL GROUP B.V. shall process the Personal Data solely on the basis of written instructions from the Location Provider and for the performance of the Services, unless CONFERENCE HOTEL GROUP B.V. is obliged to process Personal Data by law. In that case CONFERENCE HOTEL GROUP B.V. shall inform the Location Provider of this legal obligation prior to the processing, unless prohibited by applicable law.
- 1.3. CONFERENCE HOTEL GROUP B.V. shall take appropriate technical and organisational measures to protect the Personal Data against destruction, loss, alteration or unauthorised disclosure and unauthorised access.
- 1.4. CONFERENCE HOTEL GROUP B.V. undertakes to maintain confidentiality with regard to Personal Data made available to it and/or accessible by or on behalf of the Location Provider and shall ensure that the persons authorised by CONFERENCE HOTEL GROUP B.V. to process the Personal Data are bound by the obligation of confidentiality.
- 1.5. CONFERENCE HOTEL GROUP B.V. shall provide Location Provider with all reasonable assistance in fulfilling its obligations regarding (i) responding to requests from the persons involved for the exercise of their rights and (ii) fulfilling obligations under Articles 32 to 36 of the GDPR. The reasonable costs incurred by CONFERENCE HOTEL GROUP B.V. pursuant to this Article 1.5 may be charged to the Location Provider.
- 1.6. CONFERENCE HOTEL GROUP B.V. shall report a Personal Data breach to the Location Provider without undue delay after it has become aware of the Personal Data breach.
- 1.7. CONFERENCE HOTEL GROUP B.V. is permitted to engage third parties for (support of) the performance of the Services. CONFERENCE HOTEL GROUP B.V. shall not employ any third party as a sub-processor without the general permission of the Location Provider. This means that CONFERENCE HOTEL GROUP B.V. shall inform the Location Provider in advance of the involvement of a sub-processor and shall give the Location Provider the opportunity to object to the involvement of this sub-processor.

- 1.8. Annex 1 to this appendix lists the third parties who act as sub-processors of CONFERENCE HOTEL GROUP B.V. at the time these General Terms and Conditions take effect and for which the Location Provider grants its specific permission.
- 1.9. CONFERENCE HOTEL GROUP B.V. shall ensure that it makes contractual arrangements with the sub-processor that contain the same guarantees as laid down in this appendix and are laid down in the GDPR. CONFERENCE HOTEL GROUP B.V. shall remain fully liable to the Location Provider for the sub-processor's compliance with its obligations under the Privacy legislation.
- 1.10. CONFERENCE HOTEL GROUP B.V. may, subject to the provisions of articles 1.7 and 1.9 of this appendix, process Personal Data outside the Netherlands (or have them processed) if this is necessary for (the support of) the performance of the Services. If CONFERENCE HOTEL GROUP B.V. transfers Personal Data, for which the Location Provider is responsible within the meaning of the GDPR, to a party established in a country outside the European Economic Area (EEA) without an adequate level of protection for the processing of Personal Data, the following shall apply:
- The Location Provider hereby grants CONFERENCE HOTEL GROUP B.V. a power of attorney to act as representative of the Location Provider to conclude the model contracts, so that the transfer requirements of the GDPR are met.
 - If the aforementioned power of attorney does not appear to be sufficient or valid, the Location Provider shall immediately provide all assistance to CONFERENCE HOTEL GROUP B.V. to ensure that the transfer complies with the requirements set by the GDPR in this respect, including the provision of an adequate and/or valid power of attorney to CONFERENCE HOTEL GROUP B.V. to conclude the model contracts as an representative of Location Provider.
- 1.11. At the end of the Services, the Location Provider has 4 weeks to download or remove the Personal Data from its Account on the CONFERENCE HOTEL GROUP B.V. Platform. After this, CONFERENCE HOTEL GROUP B.V. will delete the Account of the Location Provider on the Platform and thus delete all Personal Data. During the Agreement, the Location Provider always has the possibility to download, modify or delete the Personal Data in its Account. Furthermore, CONFERENCE HOTEL GROUP B.V. shall not be liable for any damage suffered by the Location Provider if this restricts, prevents or makes

use of the Account or the provision of the Services by CONFERENCE HOTEL GROUP B.V. impossible.

- 1.12. CONFERENCE HOTEL GROUP B.V. shall enable the Location Provider, after prior consultation, to check the obligations described in this appendix no more than once a year: (i) by providing necessary information at the discretion of CONFERENCE HOTEL GROUP B.V. and (ii) by allowing audits by the Location Provider or a jointly appointed third party. CONFERENCE HOTEL GROUP B.V. expressly reserves the right to impose conditions on audits and to charge reasonable audit fees to the Location Provider.

Annex 1 to Appendix Appointments Processing of Personal Data

Instructions

The Location Provider hereby instructs CONFERENCE HOTEL GROUP B.V. to perform the processing operations necessary for the performance of the Services.

Any additional specific instructions must be agreed in writing.

Personal data

CONFERENCE HOTEL GROUP B.V. will store the following (categories) of Personal Data or are given access or insight into it:

1. first name;
2. surname;
3. organisation;
4. match title;
5. address;
6. e-mail;
7. telephone number;
8. log-in ID;
9. password.

Categories of data subjects

The personal data listed above relate to the following groups of persons:

1. Employees of Location Provider, including third parties engaged by the Location Provider in processing of the Personal Data.

Sub processors

CONFERENCE HOTEL GROUP B.V. has engaged the following sub-processors in the performance of the Services for which the Location Provider specifically grants permission by accepting these Terms and Conditions:

1. Haceel ICT Group, facilitating IT and hosting, servers located in Rotterdam
2. ATB Accountants, accounting services, Nijmegen
3. Rabobank, financial services, Amsterdam