This is the Data Processing Agreement referred to in article 9 of the General Terms and Conditions of Sale agreed between D-EDGE (hereafter the "**Processor**") and the Client (hereafter the "**Controller**") and which sets out both parties' obligations in respect of the processing and use of the Controller's End customers Personal Data ("**Controller's Personal Data**") in connection with the Services subscribed by the Controller (hereafter "**Data Processing Agreement**" or "**DPA**").

ARTICLE 1. LEGAL BASELINE

This Data Processing Agreement is subject to the following legislative and regulatory texts:

- French Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, or its updating if necessary;
- General Data Protection Regulation No. 2016/679 repealing Directive 95/46 / EC ("GDPR");
- Directive 2002/58 / EC as amended (the " e-Privacy Directive");
- The future e-Privacy Regulation once it has entered into force;
- Where applicable, local laws which may affect and apply to Personal Data. Where applicable, Processor undertakes to provide Controller with a summary of the constraints provided for by these texts, in particular concerning the conditions of access to Data;
- Where applicable, the texts and decisions emanating from data protection authorities, in particular from the National Commission for Data Protection ("CNIL").

(hereafter collectively "**Applicable Data Protection Regulation**")

ARTICLE 2. SCOPE

2.1 The Controller and the Processor have entered into a contract for the provision of Services (hereinafter "the Service Agreement"). As the Processor may have access to Personal Data in rendering these Services or needs such access in order to perform its assignment, the relationship between the Controller and the Processor, requires a Data Processing Agreement concerning the processing carried out on behalf of Controller, pursuant to Article 28 (3) sentence 1 of the GDPR.

2.2 The purpose of these clauses is to define the conditions under which the Processor undertakes to carry out, on behalf of the Controller and/or its affiliates, the Personal Data processing operations defined below.

2.3 As part of their contractual relations, the Parties shall undertake to comply with the applicable regulations on Personal Data processing as set out in article 9 of the General Terms and Conditions of Sale and, in particular, the GDPR which is applicable from 25 May 2018.

2.4 The concepts and terms contained in this Data Processing Agreement relating to Personal Data processing and/or using a capital letter shall have the same meaning as stipulated in the GDPR and/or in the Service Agreement.

ARTICLE 3. TERM AND TERMINATION

3.1 The term of the DPA depends on the duration of the Service Agreement, being specified that the section 15 of this DPA will survive until a complete destruction or return of the Controller's Personal Data at the Controller choice.

3.2 The termination of this DPA therefore depends on the provisions concerning the duration and the termination of the Service Agreement. Notice to terminate the Service Agreement shall also have the effect of terminating this DPA.

3.3 Furthermore, the early termination of this DPA without notice shall be permissible in the event of a serious breach of statutory or contractual Data protection provisions, insofar as the contracting party in question cannot reasonably be expected to continue this DPA.

3.4 The parties acknowledge that the termination of the DPA at any time and/or for any reason, does not exempt them from their obligations relating to the collection, processing and use of Personal Data on behalf of another.

ARTICLE 4. DESCRIPTION OF THE PROCESSING BEING SUBCONTRACTED

4.1 Processor is authorized to process, on behalf of Controller and according to its instructions, the necessary Personal Data for providing the service(s) covered by the Service Agreement. To that end, Controller's individual instructions must comply with the contractual scope of the Services and be made in writing. In cases of imminent danger, Controller may make verbal instruction to be immediately confirmed in writing. Processor shall immediately inform the Controller if he believes that individual instructions may infringe legal provisions. In this case, Processor may suspend implementation of the relevant instructions until checked, confirmed or changed by Controller.

4.2 The nature of operations carried out on the Data is the one described in the Service Agreement. The purpose(s) of the processing and the categories of Personal Data are made available through the online application provided by the Processor or upon request sent to the Processor.

4.3 To perform the Service covered herein, the Controller shall provide the Processor with all the necessary information.

ARTICLE 5. SUBCONTRACTING

Insofar as the Processor wishes to include Subprocessor in the processing or use of the Controller's Personal Data, the following conditions shall apply:

5.1 Processor may engage another processor (hereinafter "the Subprocessor") to conduct specific processing activities. By signing this DPA, the Controller is deemed to have approved all the Subprocessors which were defined by the Processor. The list of Subprocessors is made available at any time on the online application provided by Processor.

5.2 Processor shall (i) update the list of Subprocessor with the details of any change in subprocessors at least 30 days' prior to any such change (except to the extent shorter notice due to an emergency) and Controller will be notified by email of any change to the list of Subprocessors; (ii) impose Data protection terms on any Subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Regulation, and (iii) remain liable for any breach of this Data Processing Agreement that is caused by an act, error or omission of its Subprocessor.

5.3 Controller may object to Processor's appointment or replacement of a Subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to Data protection. In such event, Controller may suspend or terminate the Service Agreement (without prejudice to any fees incurred by Controller prior to suspension or termination).

5.4 For services that Processor commissions from third parties as supplementary work in support of the assignment shall not be regarded as sub-contracting within the meaning of this provision. This includes such services as telecommunication services, maintenance and user services, cleaners, auditors or the removal of Data carriers. However, the Processor must form appropriate and lawful contractual agreements and take control measures in order to guarantee the protection and security of the Controller's Personal Data in the case of supplementary work made by third parties. Any supplementary work requested by the Controller will be subject to agreement between the Controller and the Processor and may be subject to an additional fee.

ARTICLE 6. CROSS BORDER FLOWS

6.1 Processor will be able to process and/or transfer any Controller's Personal Data in or to countries outside the European Economic Area (EEA) or to any international organization without the Controller's prior written consent, according to the conditions as set out in clause 6.2 below.

6.2 The Controller agrees that Processor may transfer Controller's Personal Data outside the EEA or to any international organization(s), provided that such non EU country guarantees an adequate level of protection or if there are appropriate safeguards in place for the Data recipient. Appropriate safeguards will include:

(i) Standard contractual clauses: the Controller mandates the Processor to allow the latter to conclude with the Data recipient standard contractual clauses, according to article 46 of the GDPR, in the name and on behalf of the Controller, it being specified that such clauses must include effective mechanisms to ensure compliance with the level of protection required by EU law, in particular by ensuring that the legislation of the Data importer's country allows the Data recipient to comply with such standard contractual clauses.

(ii) Or the derogations provided by article 49 of the GDPR.

ARTICLE 7. DATA SECURITY BREACH

7.1 In the case of a Data breach as defined by the GDPR, Processor will notify Controller without undue delay after Processor becomes aware of the security incident by email to the Controller's Data Protection Contact providing the following information (or as soon as Processor becomes aware of such information):

(i) a description of the Data security breach; and

(ii) the nature of the security incident and the categories and approximate numbers of End Customers and number of personal records concerned.

7.2 On becoming aware of a Data security breach, Processor will:

(a) investigate the security incident;
(b) provide measures to limit and address the security incident and any adverse effects of the security incident;
(c) provide reasonable assistance to Controller to make any necessary notification to the supervisory

authority or to End Customers to include the required information on the Data security breach (as detailed below).

7.3 The Processor DPO Contact (or other person notified to the Controller) will be the Controller's dedicated point of contact at D-Edge. The required information on the Data security breach includes:

(i) a description of the nature of the Personal Data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;

(ii) the name and contact details of the data protection officer or other contact point where more information can be obtained;

(iii) a description of the likely consequences of the Personal Data breach; and

(iv) a description of the measures taken or proposed to be taken to address the personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.4 Processor undertakes to collaborate actively with the Controller so that the parties are able to meet their regulatory and contractual obligations. It is up to the Controller alone, as Controller, to notify this Data breach to the competent supervisory authority as well as, if applicable, to the data subject.

ARTICLE 8. DATA SUBJECTS' RIGHTS

8.1 Data subjects whose Personal Data are subject to processing in the context of the performance of the Service Agreement have rights to their Personal Data, in particular a right of access, rectification, deletion and opposition for legitimate reason. These rights are exercised directly with the Controller. Processor undertakes to cooperate fully with Controller to enable him to respond to all requests from the data subjects concerned by the Processing entrusted to him.

8.2 If Processor directly receives any request or complaint from a data subject, Processor will, to the extent legally permitted, notify the Controller as soon as practicable.

ARTICLE 9. ASSISTANCE AND COOPERATION

9.1 Processor shall provide Controller with reasonable assistance to fulfil Controller 's obligation under article 35 of the GDPR to carry out a data protection impact assessment related to Controller's use of the services, to the extent Controller does not otherwise have access to the relevant information, and to the extent, such information is available to Processor.

9.2 Processor shall provide assistance to Controller in the cooperation or prior consultation with the Supervisory Data Protection Authority, to the extent required under article 36 of the GDPR.

9.3 In the event that the control carried out Supervisory Data Protection Authority only concerns the processing implemented by Processor as Data Controller, Processor makes its business of such control and refrains from communicating or reporting Controller's Personal Data. In the event that the control carried out in Processor's premises concerns the processing implemented in the name and on behalf of the Controller, Processor undertakes to immediately inform the latter and to make no commitment for them. In the event of a control by a competent authority at the Controller's premises, in particular concerning the Services delivered by Processor, the latter undertakes to cooperate with the Controller and to provide him with any information the Controller may need or which may be necessary.

9.4 This assistance will be provided at the commercial conditions to be discussed in good faith at the time of the request.

ARTICLE 10. TECHNICAL AND ORGANIZATIONAL PROTECTION MEASURES

10.1 Processor shall guarantee processing security in terms of art. 32 of the GDPR particularly in connection with art. 5(1) and (2) of the GDPR. Therefore, Processor undertakes to process the Personal Data covered by the Service Agreement in such a way as to guarantee appropriate security and confidentiality. The details of the implemented security measures are set out in the Processor Security Policy which is available via this link: https://help-backoffice.fastbooking.com/en-gb/Content/A_OnlineOnly/GDPR-TOM.htm

10.2 Prior to the conclusion of this DPA, Controller has checked these measures and has deemed them to be adequate for the determined risk level considering protection goals based on the state of the art.

10.3 Processor will, at its own discretion, continue to improve its technical and organizational measures in accordance with our technical developments to increase Data security and any changes will be updated in the Processor Security Policy.

10.4 Any additional technical and organizational measures requested by the Controller will be subject to agreement between the Controller and the Processor and may be subject to an additional fee.

ARTICLE 11. THE DATA PROTECTION OFFICER AND POINTS OF CONTACT

The Processor and the Controller have designated a data protection officer in accordance with article 37 of the GDPR. The name and contact details of the DPO ("DP contacts") will be communicated via the Controller's account available through an online application provided by the Processor.

ARTICLE 12. AUDIT

12.1 Processor will provide Controller with all necessary information to prove compliance with the GDPR obligations and to give reasonable support to audits, including inspections which shall be carried out by the Controller or a third-party auditor commissioned by the Controller. Any third-party auditor shall be expressly approved by the Processor.

12.2 In addition, the parties agree that the on-site audits shall be carried out in accordance with the following specifications:

- Following any notice by End Customer to Controller in relation to the use of his/her Personal Data by Processor, Controller may contact Processor to request an on-site audit relevant to the protection of Personal Data.
- Any such request shall occur no more than once annually, save in the event of an actual or reasonably suspected unauthorized access to Personal Data.
- Before the commencement of any such on-site audit, Controller and Processor shall mutually agree upon the scope, timing, and duration of the audit for which Controller shall be responsible.
- Controller shall bear the costs related to the conduct of such on-site audits.
- Controller shall notify Processor with information regarding any non-compliance discovered during the course of an audit, as soon as the auditor becomes aware of it and in any case before the remittance of the final audit report.

ARTICLE 13. CONTROLLER'S OBLIGATIONS WITH RESPECT TO THE PROCESSOR

13.1 In accordance with Art. 5 (2) GDPR, the Controller shall be responsible for compliance with the principles set out in Art. 5 (I) GDPR governing the processing of Personal Data (accountability).

13.2 The Controller, as the owner of the Data shall comply with the following obligations:

(i) The Controller shall provide the Processor with the Data that it needs for the provision of the Services under the Service Agreement in good time and shall also be responsible for the quality of the Data.

(ii) The Controller shall provide qualified Data for marketing operation and warrants Processor to have duly obtained the prior and valid consent of data subjects, where applicable, pursuant to the Applicable Data Protection Regulation.

(iii) The Controller shall document, in writing, any instruction bearing on the processing of Data by the Processor.

(iv) The Controller shall immediately notify the Processor of any errors or irregularities that it ascertains in relation to Data protection provisions or its instructions when examining the results of the assignment.

(v) The Controller shall supervise the processing, including by conducting audits and inspections with the Processor. The person authorized to issue instructions on the part of the Controller, the recipient of instructions on the part of the Processor and the responsible data protection officers, insofar as their appointment is required by law, are mentioned through the online application provided by the Processor. In the event of a change in the responsible contact, the other contracting party must be notified of the name of the successor in writing without delay, providing the contact details.

ARTICLE 14. LIABILITY

14.1 The following liability clauses only concern the contractual relationship between the Controller and the Processor. They do not represent a disclaimer with regard to the rights of the data subjects under Art. 82 (I) GDPR.

14.2 The Processor and its legal representatives or agents shall not be liable in the case of negligence. However, this disclaimer in relation to negligence shall not apply in the case of the breach of a fundamental contractual obligation. This Data Processing Agreement's fundamental contractual obligations are obligations on the part of the Processor whose fulfilment is essential for the proper performance of this DPA, and obligations whose breach would jeopardize the achievement of the contractual scope as set out in article 2 of the DPA.

14.3 If and to the extent that the Processor or its legal representatives and agents are liable for negligence, liability shall be limited to the direct damages in the case of damages to property and financial loss. Liability for indirect or non-consequential damages shall be excluded.

14.4 Each party's maximum liability arising out of or relating to this DPA or its subject matter is limited to an amount equal to a multiple of two (2) times the total of the fees payable by the Controller under the Service Agreement in the

twelve (12) months prior to the date on which the claim arose.

14.5 If third parties threaten with or assert claims for damages (art. 82 of the GDPR), fines (art. 83 of the GDPR) or other sanctions (art. 84 of the GDPR) against the Processor or the Controller in relation to Data processing under the DPA, the Processor and the Controller shall immediately inform each other. No party may make statements or recognize claims without previously agreeing with the other party; if the Processor and the Controller reach no agreement as to the type of defense, the Controller shall make the final decision. Also, the parties shall assist each other for defense activities with regard to any claims.

ARTICLE 15. ERASURE OF DATA AND RETURN OF DATA

15.1 At the end of the retention periods relating to the processing of Controller Personal Data as set out in the Service Agreement and, at Controller's option, the Processor shall:

- destroy all Personal Data, or
- return all Personal Data to the Controller, or
- return the Personal Data to another processor designated by the Controller.

15.2 Together with said return, all existing copies in Processor's information systems must be destroyed. Once destroyed, if asked to do so by the Controller's written request, the Processor shall demonstrate, in writing, that this destruction has taken place.

15.3 For sake of clarity, it is specified that the Processor will in no event be liable of the deletion of the Controller's Personal Data stored in third party servers.

15.4 Documents that serve to corroborate due and contractually compliant Data processing or statutory retention periods shall also be retained by Processor even after termination of the DPA pursuant to the relevant retention periods.

15.5 Data protection activities that require additional services from the Processor can be provided at the commercial conditions in effect at the time of the request.

ARTICLE 16. PROCESSING OF THE CLIENT'S EMPLOYEES DATA

16.1 In order to manage its own client file, and to send business proposals to the Client, D-EDGE, in its capacity as data controller of the said file, is required to collect and process the Personal Data of the Client's employees with whom its technical, commercial and administrative teams are in direct contact for the management and follow-up of the Contract, orders and payments. The implementation of this Data Processing is based on the execution of the commercial agreement binding the Parties and on the legitimate interest of D-EDGE to send business proposals to the Client related to the products and services of D-EDGE. No other use of this Data will be made by D-EDGE beyond these Processing and purposes, except with the prior and express consent of the Client's employee(s). The Personal Data collected are: the name and surname, the professional telephone number and the professional email address . Personal Data will only be transmitted to the strictly authorized staff of D-EDGE, and will not be transmitted, in any case, to commercial and advertising third-party partners.

16.2 The Data may be transferred to countries outside the European Economic Area (EEA), whose level of protection is not considered adequate by the European authorities. Where applicable, D-EDGE undertakes to regulate such transfers in accordance with the applicable legislation, notably with the implementation of appropriate guarantees.

16.3 Data Subjects have the right to access, modify, rectify, delete their Data. They may also request a limitation of the Processing of their Data, and object to their Processing in accordance with applicable law. Data Subjects will also be able to exercise their right to portability to obtain a copy of their Personal Data in a structured, usable and machine-readable format, so that it may be transmitted to a third party, if such request is eligible. To exercise these rights, Data Subjects may contact D-EDGE at the following address: [dpo@d-edge.com]. Data Subjects also have the right to lodge a complaint with a supervisory authority and may also set out general or specific directives regarding the disposition of their Personal Data in the event of their death. Special directives may be registered directly with D-EDGE or with a trusted digital third party certified by the CNIL. These directives can be modified or deleted at any time.

16.4 The Personal Data collected may be stored by D-EDGE for the duration of the business relationship increased by a maximum of three years, after which they may be archived, for the duration and limit periods legally applicable. The Client undertakes to inform its staff working with D-EDGE of the provisions of this article.

ARTICLE 17. FINAL PROVISIONS

17.1 If individual provisions of this DPA should be or become ineffective, this shall not affect its remaining provisions. The parties undertake to replace the ineffective provisions with a legally valid provision that comes closest to the purpose of the ineffective provisions.

17.2 In the event of contradictions between this DPA and any other agreements between the parties, especially the Service Agreement, the provisions of this DPA shall take precedence.

17.3 Ancillary agreements and additions to this DPA must be made in writing.

17.4 This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of France, unless the Applicable Data Protection Regulation contains prevailing provisions. In the event that the parties cannot resolve any issue by way of amicable settlement, each party irrevocably agrees that the courts of Paris (France) will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DPA or its subject matter or formation.