Schedule 1 – HBX TERMS & CONDITIONS

Mallorca, Aug 2025

The Provider acknowledges that HotelDistribute Terms and Conditions found in the link https://www.hoteldistribute.com/terms-and-conditions/ shall bind and equally apply between the Provider and the Travel Agent.

In addition to the HotelDistribute Terms and Conditions, the following Hotelbeds Terms and Conditions shall also apply to the Provider, where the term Agent refers to Provider while Sub-Agent refers to Hotelbeds.

1. Obligations of the Agent

The Agent shall at all times during the term of this Agreement:

i. act in its relations with the Sub-Agent dutifully and in good faith;

ii. promptly provide the Sub-Agent with up to date and accurate Principal Content and Booking Conditions necessary for use by the Sub-Agent;

iii. ensure that the quality and state of Travel Components serviced to the Customer corresponds to and accurately reflects the Booking Conditions, the Principal Content and any other materials, provided to the Sub-Agent either by the Agent or the Principal, for the purpose of marketing and selling the Travel Components;

iv. for Principal Content that are not provided by the Agent, Agent shall, on its best efforts, ensure that the Principal provides the Travel Components consistently with the Principal Content provided to the Sub-Agent for the purpose of marketing and selling the Travel Components

v. give the Sub-Agent notice of any changes to the Booking Conditions and Principal Content as soon as informed and commercially reasonable;

vi. ensure that the Travel Components (including but not limited to its cleanliness, hygiene, design, structure, construction and contents) are fully compliant with health and safety standards, Good Industry Practice and Applicable Laws;

a) ensure that a health and safety audit is carried out as per Sub-Agent Health and Safety policy.

b) if the hotel fails its Health and Safety process, arrange for an additional health and safety audit to be carried out by an independent auditor if the Sub-Agent considers this is required after reviewing the audit report produced pursuant to Clause 3.1.7;

c) provide any independent health and safety auditor appointed by the Sub-Agent with access (upon reasonable notice) to all Travel Components for the purpose of verifying and / or carrying out audit reports described above, at Agent cost;

d) ensure all defects identified rectifiable by any health and safety audit report are remedied within a reasonable amount of time. If any defects are identified as un-rectifiable by any health and safety audit report ensure the process outlined in their Health and Safety policy is followed.

vii. honour all Bookings and respond promptly to queries and questions from Customers as relayed through Sub-Agent relating to the Travel Components;

viii. disclose all information, brought to their attention, to the Sub-Agent that might influence a Customer's decision to make a booking, such as any refurbishment or renovation of the Travel Components via the API connection;

ix. respond to all complaints made by Customers via Sub-Agent and take action to resolve the issues arising from the complaints by liaising between the Travel Component Provider and the Sub-Agent as per Sub-Agent's customer care process and standards;

x. to supply to the Sub-Agent on a consistent basis the best conditions that the Agent makes available in all markets during the validity of this Agreement.

xi. if the Parties are tax residents from different countries, the Agent shall provide the Sub-Agent with the corresponding certificate of residence for the application of the any applicable tax treaty before any payment is made between the Parties.

xii. ensure that they have fully implemented robust security measures and necessary diligence to ensure that only authorized members of travel components access their extranet, via legitimate access codes. The Agent shall be responsible for and shall indemnify the Sub-Agent for any losses and costs that the Sub-Agent may suffer due to the security measures implemented by the Agent being misused or not being robust enough.

2. Obligations of the Sub-Agent

The Sub-Agent shall at all times during the term of this Agreement:

i. market and supply the Travel Components to Customers with all due care and diligence; and

ii. comply with all reasonable instructions given by the Agent.

3. Bookings

Upon receipt of a Customer request for booking, the Sub-Agent will transfer the request for booking to the Agent via API.

The Agent will send a Booking Confirmation via API to the Sub-Agent. The Sub-Agent shall inform the Customer of the Booking Confirmation.

Unless the Agent's policy has a higher threshold (in which case such higher threshold shall apply), the Agent accepts that any booking of up to 5 rooms will be considered an individual booking while bookings of more than 10 pax per stay will be considered a "Group Booking".

The Sub-Agent will transfer all undisputed sums to the Agent in accordance with Schedule 1 (Economic Conditions of Payment).

By this Agreement, the Agent undertakes with the Sub-Agent to the following:

i. not to stop the ARI (Availability Rate Inventory) provided to the Sub-Agent.

ii. Hotels that provide availability only on request will not be integrated into the API.

iii. that by this Agreement the Sub-Agent will not issue any rooming list and will not issue any booking confirmation number to the Agent unless otherwise specified.

iv. to provide a daily booking reconciliation report inclusive of ALL reservations created, cancelled or amended, the previous day to facilitate immediate detection of technical issues and or conditions' discrepancies.

4. Fraudulent Bookings

Each Party shall immediately inform the other of any suspected or discovered fraudulent bookings which may occur or carried on from either the Agent or Sub-Agent's distributors' platforms. The Agent and the Sub-Agent shall work together to address any suspected or discovered fraudulent bookings, which may include cancelling such reservation at any time up to the date of arrival or requiring the Agent or the Principal to charge the booking to the final Customer before checking out. The Agent agrees to cooperate fully with the Sub-Agent and shall provide the Sub-Agent with any information it may request in connection with the suspected or discovered fraudulent bookings.

The Parties agree that should the Agent fail to comply with this clause, and the Booking is subsequently found to be a fraudulent Bookings, then the Sub Agent shall not be liable for payment of the Bookings, any cancellation charges or other costs associated with such Booking.

5. Pricing, invoicing, payment and taxes

The rates for Hotel Services are set out in the agreed currencies at the time of the connexion development or afterwards. Invoices are issued and paid in the currency confirmed at the time of booking. The invoices and the payments shall be made in the same currency.

Each Party represents, warrants and covenants that it will collect and remit all Taxes and Local Taxes for which it has responsibility under applicable law in all applicable jurisdictions.

The Net Rate is inclusive of all Taxes, except and if applicable the local or any other taxes to be charged to the end Customer at destination**.** Any increase in taxes affecting existing and confirmed bookings will be assumed by the Agent.Local taxes, and resort fees and any other mandatory fees if any and when excluded, will be paid by the final Customer to the hotel and are not included in the rates.

Agent shall at all times comply with all applicable laws and regulations regarding the display and disclosure of prices, fees, and taxes in a way that allows Sub-Agent to use the data to comply with the requirements of the law. Agent shall provide Sub-Agent with accurate and truthful information regarding the applicable prices, fees, and taxes for a booking. If Agent is not compliant with the obligation under this clause, the Parties agree that the Sub-Agent own information on taxes and fees shall be used.

If the Agent is not compliant under this clause, Sub-Agent shall have the power to suspend services or temporarily or permanently close certain and any markets at Sub-Agent's sole discretion.

6. Service Level Agreement

Overbooking, replacement travel components and other related matters not otherwise discussed within this Agreement shall be governed by the Sub-Agent's Service Level Agreement to be provided to the Agent.

7. Amendments and cancellations

Amendments to Bookings

Upon receipt of a request from a Customer of an amendment to his or her Booking, the Sub-Agent shall take reasonable steps to:

i. forward details to the Agent of the requested amendment;

ii. collect from the Customer any amendment charge levied by the Agent in the event that the amendment is possible.

Any amendment must be made through the Agent who shall confirm whether the amendment is possible and additional charges for such amendment. The Sub-Agent shall communicate this information to the Customer.

If a right of withdrawal (right to repent) exists for a booking under applicable laws or regulations of the customer: (i) the Agent and the hotel shall accept cancellations from Sub-Agent and issue full refunds to for such booking upon request, in accordance with such applicable laws or regulations; and (ii) the Parties agree that Sub-Agent shall have the right to offset any refund amount to which it is entitled under subsection herein against any payments or other amounts due to the Agent under this Agreement, without the need for prior written consent from Agent. Any offset exercised shall not affect any other rights or obligations of Sub-Agent under this Agreement.

9.2. Cancellations by Sub-Agent

The Sub-Agent shall take reasonable steps to:

i. inform the Agent of the cancellation request;

ii. ensure that a cancellation charge shall apply in accordance with the cancellation policy set out in the Booking Conditions;

iii. without prejudice to the foregoing, the Sub-Agent may cancel any booking without any cancellation charge or penalty at any time (either before or after the arrival of the customer) in the event that any tour operator or other intermediary on whose behalf the relevant booking was made by the Sub-Agent suffers an insolvency event provided that the Agent may invoice the Sub-Agent for all nights consumed by the relevant Customer up until such cancellation.

The Sub-Agent shall be entitled to an administration fee to be deducted from the amount to be refunded to the Customer under Clause above; and

Sub-Agent may withhold any payment to Agent on the bookings affected by the insolvency proceedings involving any tour operator or other intermediary on whose behalf the relevant booking was made by the Sub-Agent.

9.3 Cancellations by Agent

In the event the Agent wishes to cancel the Booking, the Agent shall use best endeavours to provide the Customer with an option to make a similar alternative Booking. If the alternative options are not deemed acceptable by the Customer and the Customer cancels and/or makes a claim for compensation, the Agent shall bear all costs, losses and expenses arising from the same and shall indemnify and keep the Sub-Agent fully indemnified on a continuing basis against all costs, damages, losses (including loss of profit) and expenses the Sub-Agent incurs as a result of a cancellation and/or Claim by the Customer.

The Agent shall indemnify the Sub-Agent for all additional costs incurred by the Sub-Agent (including but not limited to administration costs) in assisting with any cancellation made by the Agent.

The Agent shall provide a full refund to the Sub-Agent for the Net Rate in respect of the Travel Components (if this has already been transferred to the Agent) to allow the Sub-Agent to provide the Customer with a full refund or to make alternative Travel Components arrangements for the Customer.

For avoidance of doubt, any booking confirmed and cancelled within one hour will not generate any cancellation fees.

8. Grant of licence to use Principal Content and other Intellectual Property

Each Party acknowledges and agrees that all Intellectual Property used by the other respective Party to this Agreement are the other Party's exclusive property. For the purpose of this Agreement, each Party ("Licensor") grants to the other Party ("Licensee") a non-exclusive royalty-free licence for the term of this Agreement to use Licensor's Intellectual Property solely for the purpose of the Licensee performing their obligations under this Agreement

The Parties agree that they shall not acquire any goodwill or rights to the other Parties' Intellectual Property. Neither Party shall register or otherwise use or adopt in any jurisdiction any name, mark or logo that is confusingly similar to the other Party's Intellectual Property.

The Sub-Agent will provide the Agent with access to the Content API tool and with the necessary training and support in order to ensure its appropriate use. The Agent shall upload all the information and contents relating to the product including but not limited to best quality photographs, images, designs, text, audio, video, descriptions and facilities (hereinafter "Principal Content") to the Sub-Agent's API tool for inclusion on the Sub-Agent´s selling system and/or through hard copy marketing materials such as catalogues for the purpose of enabling the Sub-Agent to market and provide the Travel Components to Customers.

In the event the Agent cannot access the API tool for causes out of its control, the Agent will promptly notify the Sub-Agent and, at Sub-Agent´s request, the Agent will deliver to the Sub-Agent the Content through a template or other means that the Sub-Agent will provide to the Agent for this purpose.

The Agent represents and warrants that it has all necessary rights, licenses, consents and authorizations, including the express authority by the Principal(s) to grant sub-licences of the Principals' Intellectual Property to third parties to use the Principal's Intellectual Property for the purpose of the Sub-Agent performing its obligations under this Agreement, required to:

i. provide any Principal Content that Agent may provide to the Sub-Agent via API tool or whatever other means facilitated by the Sub-Agent;

ii. grant to the Sub-Agent the right to adjust the size and resolution of the Principal Content provided in order to adapt it, if necessary, to fit for marketing and distribution purposes.

iii. grant the Sub-Agent a non-exclusive, royalty-free, irrevocable, worldwide and sub-licensable to third party marketing and/or distribution partners right to use, display, publish the Principal Content, name, logos, trademarks and any other intellectual property and industrial property of the Agent and of the Principal ("IPR") for the purpose of the performance of the present agreement.

iv. warrant to the Sub-Agent and its clients that such IPR do not infringe any third-party rights.

v. be liable for any defamatory or immoral information, the veracity and accurateness of its IPR provided to the Sub-Agent by any means.

The Agent shall, at all times during and after the expiry of termination of this Agreement, indemnify and keep indemnified the Sub-Agent, its Affiliates and/or its partners in full and hold them harmless on demand from and against any and all Losses incurred by, awarded against or agreed to be paid by the Sub-Agent, its Affiliates and/or its partners arising from any IPR Claim.

The Sub-Agent shall: (i) promptly notify the Agent in writing of any IPR Claim specifying the nature of the IPR Claim in such detail as is reasonable in the circumstances; (ii) allow the Agent to conduct all negotiations and proceedings in relation to the IPR Claim and provide the Agent with such reasonable assistance as is required by the Agent at the Agent's cost, regarding the IPR Claim; and (iii) not, without prior consultation with the Agent, make any admission relating to the IPR Claim or attempt to settle it, provided that the Agent considers and defends any IPR Claim diligently, expediently, using competent professional advisers and in such a way as not to bring the reputation of the Sub-Agent, its Affiliates and/or its partners into disrepute.

The Agent shall: (i) provide the Sub-Agent with updates every week on the progress of the IPR Claim including evidence that the IPR Claim has been settled or dismissed by the Claimant as soon as reasonably practicable; (ii) In the event that the Agent fails to comply with item (i) of the above clause or if the Sub-Agent is not fully satisfied with the progress of the IPR Claim, the Sub-Agent shall provide the Agent with written notice that the Sub-Agent shall assume immediate control of the IPR Claim at the Agent´s cost. The Sub-Agent will be entitled to set off any cost and compensation paid as consequence of the IPR claim against any present, contingent and/or future amount(s) due or owing from the Agent.

This Clause shall continue in force without limit in time and shall survive termination of this Agreement.

9. Liability

Nothing in this Agreement shall operate so as to exclude or limit the liability of either Party to the other Party for death or personal injury arising out of negligence, or for any other liability which cannot be excluded or limited by law.

Since the Sub-Agent provides independent agency services to the Agent in connection with the Travel Components and the contract for the provision of Travel Components is between the Principal and the Customer, the Sub-Agent shall not be liable or assume liability for any loss or damage arising under or in relation to the Travel Components and/or this Agreement.

Subject to Clauses above, the Sub-Agent's maximum aggregate liability for all Claims under or in relation to this Agreement, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, shall not exceed the sum of Five Thousand Euros (€5,000.00) (the "Sub-Agent's Liability Cap").

Each Party will take out and maintain appropriate insurance policies to cover its obligations under this agreement. The Agent shall ensure that it and the Principal take out and maintain appropriate insurance policies to cover its obligations under this Agreement in respect of all third party risks arising or which may arise in relation to or connected with the provision of travel products and/or this Agreement, including, liability arising directly or indirectly from or in conjunction with any claims in respect of (i) loss of or damage to any real or personal property; (ii) personal injury or death of any person; (iii) third party property loss or damage; (iv) its liability to third parties to whom it provides the accommodation services; (v) breach of any applicable legislation, or (v) crime and cyber coverage.

As a minimum each Party shall maintain for the term of this Agreement full and valid public and products liability insurance in a sum of at least Five Hundred Thousand Euros (€500,000).

Confirmation of insurance policies by way of broker's certificate shall be provided by the Agent on request by the Sub-Agent.

The Agent shall indemnify and shall keep the Sub-Agent (including its Authorised Persons) fully indemnified on a continuing basis from and against all Claims made against or incurred by the Sub-Agent arising directly or indirectly from:

i. any breach by the Agent of any of the terms or conditions of this Agreement;

ii. any erroneous or inaccurate information provided to Sub-Agent which information the Sub-Agent relied on to comply with applicable legislations;

iii. any damage to property, death, illness or personal injury arising from any fault or defect in the Travel Components (in case of Accommodation including any area under the responsibility of the Principal, such as swimming pools or any other facilities) or arising from the negligence of the Agent (including its employees, agents, representatives and sub-contractors).

Upon the Commencement Date, the Agent shall promptly notify insurers of its obligations under clause above.

Upon being notified by the Sub-Agent of a potential Claim against the Agent, the Agent shall immediately notify its insurers of a possible Claim and shall ensure that it obtains a written acknowledgment of the notification and shall send a copy of the same to the Sub-Agent (as applicable) if so requested.

Upon being made aware of a matter which may result in a Claim (against the Agent), the Sub-Agent (as applicable) shall:

i. give notice to the Agent (as soon as reasonably practicable) of details of the potential Claim;

ii. not admit liability or settle any matter without the prior written consent of the Agent;

iii. allow the Agent exclusive conduct of proceedings; and

iv. provide such assistance as the Agent may reasonably require (at the Agent's cost) in respect of any Claim.

If a Claim is made against the Sub-Agent, the Agent shall (if the Agent so elects) allow the Sub-Agent exclusive conduct of proceedings and provide such assistance as the Sub-Agent may reasonably require in respect of such Claim. Alternatively, the Sub-Agent may require the Agent to take over the conduct of proceedings.

The Sub-Agent should be able to offset any of the indemnity amounts from any pending payments due to Agent with appropriate notification to Agent.

This Clause 11 ("Liability") shall continue in force without limit in time and shall survive termination of this Agreement.

10. Term and Termination

This Agreement shall commence on the Commencement Date and shall continue for the Initial Term unless terminated in accordance with this Clause 12. During the Initial Term, either Party may terminate this Agreement at any time on giving not less than 6 months' notice in writing to the other Party.

Upon expiry of the Initial Term, this Agreement shall automatically renew for further successive 12 month terms.

In the event that this Agreement continues after the expiry of the Initial Term either Party may terminate this Agreement at any time on giving not less than 3 months' notice in writing to the other Party.

Either Party may terminate this Agreement immediately on notice in writing to the other Party if:

i. the other Party commits a material breach of any term of this Agreement and (in the case of a remediable breach) fails to remedy the breach within 14 days after receiving written notice to do so;

ii. the other Party becomes unable to pay its debts (within the meaning of the relevant laws applicable to that Party), admits its inability to pay its debts, serious default regarding payment terms, ceases or discontinue its business operations, or becomes insolvent;

iii. receipt of verified negative financial information about the other Party from the Party itself or from any reliable third party (e.g., insurance companies or official sources) affecting its financial risk, or that any material adverse change occurs in the other Party's financial situation, business, or its operations, or that the other Party's condition or matters change in such a way that, in the other Party's opinion, its payment risk is increased;

iv. a petition is presented, an order made, or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the other Party;

v. an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the other Party and/or over all or any part of the assets of the other Party;

vi. the other Party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or

vii. anything equivalent or similar situations to any of the events or circumstances stated above in any applicable jurisdiction.

The Sub-Agent shall be entitled to terminate this Agreement immediately on notice in writing if there is a Change of Control of the Agent.

11. Consequences of Termination

If Sub-Agent terminates this Agreement under the circumstances in clause 12.4, Agent shall ensure that (i) all bookings already confirmed shall be provided or otherwise a suitable alternative or compensation must be provided, or (ii) alternatively, at the option of the Sub-Agent, immediately cancel any or all booking without any penalty at any time (either before or after the arrival of the customer).

In all cases, Agent shall hold harmless and indemnify Sub-Agent against any damages, expenses, compensations, fines, liabilities, losses, costs (including, among others, legal and operational costs incurred) and any and all interest arising out of such circumstance.

In the case of requiring a compensation, it will be studied by Sub-Agent in each case, taking into account the circumstances suffered.

Sub-Agent shall be entitled to suspend and withhold payment until such time as the Agent (i) has fully remedied the situation, (ii) indemnified Sub-Agent accordingly or (iii) until the settlement of the existing debt between the parties can be made, which will be resolved within three months after the notice of termination, by offsetting between the following due and payable amounts:

i. Recurring payments pending due as of the date of termination, for services rendered to date;

ii. Extra costs assumed by Sub-Agent due to the relocations of bookings committed and cancelled as a consequence of the immediate termination of the contract under Clause 12.4;

iii. Overrides pending invoicing and/or payment, if any is applicable.

Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.

SCHEDULE TWO

INFORMATION SECURITY CLAUSE

The purpose of this clause is to set HBX GROUP (HBX) requirements and the Supplier's information security responsibilities related to the services.

1. **Security Management**

1. The Supplier shall have an Information Security Management System in place, developing, enforcing and maintaining appropriate technical, organizational and logical security measures and processes to preserve the confidentiality, integrity and availability of HBX' data, regarding its holding, transfer, storage, processing and access.
1. The Supplier must have an Information Security team and leader in place who is accountable for managing the Information Security Management System.
2. The Supplier must have updated policies and procedures in place to maintain its Information Security Management System.
3. The Supplier shall define security responsibilities, accountabilities, authorities, and resources withing the team involved in the provision of the services.
4. The Supplier must follow HBX internal policies and procedures when accessing HBX systems or facilities.

2. **Security Certifications**

1. The Supplier should hold a valid SOC 2 Type II, ISO 27001, or an equivalent level of certification and make the according report of compliance available to HBX.
2. When applicable, the Supplier must hold a valid Payment Card Industry Data Security Standard (PCI DSS) certificate that guarantees the protection of the payments' data related to HBX or its customers and make the according Attestation of Compliance available to HBX.

3. **Audits**

1. The Supplier will conduct regular internal and external audits of the security of processes, computers, computing environment, and physical data centers that it uses to process HBX data. The external audit will be performed by a qualified, independent, third-party auditor at Supplier's selection and expense.
1. The audits will result in the generation of an audit report which will clearly disclose any material findings by the auditor. HBX reserves the right to request the result of such audit reports.
2. The findings of the audits will be analyzed by the Supplier and its remediation will be correctly prioritized in an action plan, based on the risk each of them poses to HBX' data and systems. Additional details of the findings and its action plans will be available for HBX when requested.
3. The Supplier will communicate with immediate effect any finding detected that directly impacts HBX' data or its systems.
2. HBX reserves the right to carry out additional assessments or audits of the Supplier and its systems to assess Information Security Management System, or any other security measures or vulnerabilities that can affect to HBX' data or its systems.

4. **Training and Awareness**

1. The Supplier must define and implement appropriate information security trainings and awareness campaigns within its employees, so that all team members providing the services have the competences according to their role.

5. **Risk Management**

1. The Supplier will conduct risk assessments of the assets within their environment using a defined and documented methodology.
2. Any risk that could impact on the security of the systems or the information will be considered and mitigated, when applicable. Any risk that directly impacts HBX' data and its systems will be immediately communicated to HBX.
3. The Supplier will carry out risks analysis of the third parties before these are considered to be contracted.

6. **Cryptography and Information Protection**

1. The Supplier will apply relevant technical controls to protect HBX' confidential data, including the use of encryption, data masking or other anonymization methods, with effective encryption key management.
2. The Supplier must use valid and secure encryption protocols in all data communications.
3. To the extent that the Supplier moves any media storage with HBX' confidential data offsite, the Supplier shall ensure that these media are encrypted, mutually agreed upon encryption methods, transported in accordance with HBX' instructions and that the chain of custody is made available for HBX.

7. **Physical and Logical Security**

The Supplier shall, at all times, ensure that:

1. All data processing equipment, including storage equipment used in the provision of the services to HBX is solely used for the provision of services to HBX.
2. HBX' data are logically separated from other Supplier's data.
3. Physical and logical access to data-processing equipment, including storage equipment or media containing HBX' data, and physical access to paper-based HBX' data, is limited to people who need the access for providing the Services and previously authorized by HBX.
4. All media containing HBX' data, including all paper-based data, are safely stored, handled, and disposed of in line with recognized industry standards.
5. The Supplier shall not store or transfer any HBX' data via any form of portable storage media (such as a USB drive, disc, or tape) unless the holding/transfer of such data has been previously authorized by HBX' in writing and such media is fully encrypted.

8. **Security Breach**

1. The Supplier shall have and maintain in place written procedures to prevent a Security Breach and to be followed in the event of a Security Breach. In the event of a Security Breach, the Supplier shall:

1. Subject to applicable laws, the Supplier must notify HBX of any communication, notification or public announcement relating to any Security Breach, and an update will be provided on a regular basis or when requested by HBX.
2. Carry out and document appropriate investigations, including providing support for any investigation performed by HBX.
3. Use all efforts to avoid the occurrence of a Security Breach (where applicable) and mitigate its consequences.
4. Implement any measures necessary to restore the security of compromised systems, files and information.
5. Modify any related policies, procedures, and practices to avoid similar occurrences prospectively. Provide a copy of such modifications to HBX' for its review and approval.

6. Keep HBX informed of all assessments and action plans taken by it in response to any Security Breach.

2. In the event of a Security Breach involving HBX' data, HBX' shall at its sole discretion determine whether to provide notification to any third party unless such disclosure by the Supplier is required by law. HBX' shall approve all notifications to third parties which it determines are required or appropriate.

9. **Vulnerability management**

1. The Supplier will assess the security weaknesses and threats of its systems on a regular basis and identify the vulnerabilities to which it is exposed.
2. The vulnerabilities found will be analyzed by the Supplier and appropriate correction controls will be applied based on its criticality and priority.
1. In the event a vulnerability is found that directly affects HBX' data or its systems, it will be immediately reported to HBX.
3. The Supplier must have patch management procedures in place and will make sure that its systems are updated with the latest available version.

10. **Users' authentication and authorization**

1. The Supplier will maintain updated and approved secure procedures for the users' authentication and authorization process, that contain:

1. Use of unique identifiers.
2. Role based access controls.
3. Permissions assignment based on least privilege principle.
4. Multi-factor authentication methods.
5. Valid password policies.
6. Users and roles reviews on a regular basis.

2. The Supplier must be able to record access logs in its systems and monitor them on a regular basis to detect any unauthorized access.

11. **Development and system configuration**

1. The Supplier must have security by design and by default processes in place, to make sure that security is considered during all development phases.

1. Security Software Development Life Cycle (S-SDLC) policies and procedures are implemented to determine security requirements to consider.
2. Static code reviews are carried out and findings are remediated before deployment to stage or production environment.
3. Dynamic code reviews are carried out on a regular basis to detect code weaknesses and vulnerabilities are properly remediated.
2. In case a vulnerability in the software is found, or version and patches update is required, the Supplier will immediately notify HBX and provide all the details requested by HBX for its remediation.
3. The Supplier must implement secure configuration and hardening processes into its hardware, software, and network equipment.

12. **Business Continuity**

1. The Supplier must have business continuity and disaster recovery plans in place to guarantee the continuity of operations, as well the protection of HBX information.

13. **Use of AI**

1. Data Processor will make sure that the information processed from the Data controller using AI is processed in a separate tenant from other Customers.

2. Data Processor won’t use Data Controller’s information to train the AI.

SCHEDULE 3

HOTELBEDS INVOICING ENTITIES

The invoices for all services provided by the DMC shall be addressed and sent to HOTELBEDS entity in accordance with the domicile of the DMC, as follows:

HOTELBEDS INVOICING ENTITY	COUNTRY OF THE DMC
Hotelbeds Switzerland AG **Address:** Regus Ambassador House, Thurgauerstrasse 101, Glattpark (Opfikon), 8152, Zurich (Switzerland) **Tax number:** CH-425.060.629	Albania, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Hungary, Iceland, Ireland, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia F.Y.R.O., Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Qatar, Romania, Russia, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Tajikistan, Ukraine, and Uzbekistan.
Hotelbeds Product, S.L.U. **Address:** Complejo Mirall Balear, Camí Son Fangos, 100, 07007 Palma de Mallorca (Spain) and permanent establishment in Avda. Antonio Domínguez n. º 5, 5.ª, Puerta 14, CP 38660, Playa de las Américas, Arona, Tenerife (Spain) **Tax number:** B-38.877.676	Andorra, Cyprus, Gibraltar, Greece, Italy, Malta, Palestinian Territory, San Marine and Spain.
Hotelbeds Spain, S.L.U. **Address:** Complejo Mirall Balear, Camí Son Fangos, 100, Torre A, 5th Floor, 6A-7A, 07007 Palma de Mallorca (Spain) **Tax number:** B-28.916.765	Portugal and Israel.
Hotelbeds UK, Ltd. **Address:** 7th Floor, Tower 42, 25 Old Broad Street, EC2N 1HN London, Greater London, United Kingdom **Tax number:** 234328478	United Kingdom.
Travel Partner Turkey Turizm Ve Seyahat Anonim Şirketi **Address:** Arapcami Mah. Bankalar Cad. Bozkurt Han No:3 D:3 Karaköy, Beyoğlu, İstanbul (Turkey) **Tax number:** 8590611756	Northern Cyprus and Turkey.
Hotelbeds DMCC **Address:** Units T301 & T302 & T303, 3rd Floor, Red Diamond Building, Al Thanyah Fifth, Dubai, United Arab Emirates **Licence number:** DMCC-230971 UAE VAT Registration Number 100035906500003	Afghanistan, Algeria, Angola, Bahrain, Bangladesh, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, India, Ivory Coast, Jordan, Kenya, Kuwait, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Niger, Nigeria, Niue, North Yemen, Oman, Pakistan, Papua New Guinea, Republic of the Congo, Reunion (Isl.), Rwanda, Sao Tome E Principe, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, Swaziland, Tanzania, Togo, Tunisia, Uganda, United Arab Emirates, Zambia, and Zimbabwe.

Hotelbeds DMCC ***Address:*** *Units T301 & T302 & T303, 3rd Floor, Red Diamond Building, Al Thanyah Fifth, Dubai, United Arab Emirates* ***KSA VAT number:*** *311583131900003*	*Saudi Arabia*
Hotelbeds USA, Inc. ***Address:*** *5950 Hazeltine National Drive, Suite # 405, Orlando, Florida, 3282, United States* ***Tax number:*** *US592952685*	*Anguilla, Antigua, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, British Virgin Islands, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Curaçao, Dominica, Dominican Republic, Ecuador, El Salvador, French Guiana, Grenada, Guadalupe, Guatemala, Guiana, Haiti, Honduras, Jamaica, Martinique, Netherlands Antilles, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saint Barthelemy, Saint Kitts And Nevis, Saint Lucia, Saint Marteen, Saint Vincent And Grenadines, Suriname, Trinidad And Tobago, Turks And Caicos, United States (USA), Uruguay, Us Virgin Islands, and Venezuela.*
Club Turavia S.A. de C.V. ***Address:*** *Av. Bonampak Z.T. MZA 27 LT 1-02, UC 12 Sección E. S-02 A al S-02 C2, Benito Juarez, Quintana Roo C.P. 77500, (Mexico)* ***RFC number:*** *CTU940107CK8*	*Mexico*
Advantos Brasil Operadora De Turismo Ltda. ***Address:*** *Rua Barão de Teffe, 1000, sala 162, Jundiaí, São Paulo, 13208-761 (Brazil)* ***CNPJ/MF sob o nº:*** *16.847.249/0001-77*	*Brazil*
Gullivers Travel Associates (Beijing) Limited ***Address:*** *Room 1108 – 1115, 11/F, Tower A, Gemdale Plaza, No. 91, Jianguo Road, Chaoyang District, Beijing, 100022 (China)* ***Tax number:*** *91110101717851515E*	*China*
Travelcube Pacific Pty. Ltd. ***Address:*** *Level 17, 1 Denison Street North Sydney NSW 2060 (Australia)* ***ABN:*** *52 099 122 577*	*Australia*
Hotelbeds Pte. Ltd. ***Address:*** *101 Thomson Road, #16-01 United Square (Singapore)* ***GTS registration number:*** *M200845781*	*Bhutan, Brunei, Cambodia, Cook (Islands), Fiji, French Polynesia, Guam, Hong Kong, Indonesia, Japan, Laos, Macau, Malaysia, Maldives, Mariana Islands, Mongolia, Myanmar (Burma), Nepal, New Caledonia, New Zealand, Palau, Philippines, Samoa Occident, Singapore, Taiwan, Thailand, Tonga, Vanuatu, and Vietnam.*
Kuoni GTS (Korea) Limited ***Address:*** *19F, Eulji Hankook Bldg. 19F 50, Euljiro, Jongro-gu 04534, Seoul, Korea* ***Tax number:*** *101-81-89909*	*South Korea*

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The Parties agree that clause *Payment and invoicing* shall enter into force and constitute an integral part of the Principal Agreement.

The Parties acknowledge that all the remaining terms and conditions of the Principal Agreement shall remain unchanged and in full force, with regards to the provisions that are not amended by this Addendum.

SCHEDULE 4

SERVICE SLA

SUPPLIER EXPECTED TIME OF RESPONSE

Pre-travel issues

- Queries to be managed by email or by phone
- Resolution in 24hrs

On site issues

- Queries must be managed by phone
- Resolution in less than 1 hour

Post departure complaints:

- Queries to be managed by email
- Resolution in less than 5 business days
- Resolution for double charges cases (final customer is charged at the hotel) less than 2 working days
- In case of pre and post travel issues, responses by email should always be sent to the petitioner maintaining the same subject

RELOCATIONS

- HB to be informed with a minimum of 48 business hours prior check in.
- If On The Spot, HB to be informed within one hour from the check in attempt.
- Upgrade - in hotel category or room category or services – in the same area no compensation is required
- Same category, same room type, same services, and same area compensation 20% is required
- Not same category or not in the same area, compensation 50% is required.
- Not in the same category and not in the same area, compensation 60% is required
- Compensation is based on the cost of the original accommodation offered to the client
- If a cheaper alternative is provided the price should be adjusted accordingly in addition to compensation given.

APPLICABLE TO ALL LIFE CYCLES

If the Customer Care team doesn't receive an answer on the agreed times, Hotelbeds reserves the right to take the best possible outcome on behalf of the TPS and deduct any different in cost from future invoices if any.

GENERAL ACCOMMODATION ISSUES

- Complaints about standards of rooms, facilities, staff, cleanliness: apology only, in case documentation is provided (photos or other evidence) 25% compensation required
- Missing room facilities: 10% compensation required, if documented and reported on the spot 30%

compensation required

- Missing hotel facilities – wrong or inaccurate descriptions: 10% compensation required, if documented and reported on the spot 25% compensation required
- Unexpected noisy construction works: 10% compensation required, if documented and reported on the spot 30% compensation required
- Double charges – reservation not found: in case the hotel will reimburse within 2 working days, apology only. If the reimburse will take longer, 10% compensation required.

In case of no assistance from the TPS when contacted within timeframes established in the above SLA´s, HBX will apply compensations as per above

OTHER ISSUES

Nationality issues

- HB will notify the client nationality via the nationality tag in the API
- In case the Supplier has not the ability to read the tag, the Supplier will be responsible of sending to HB account manager a file with clear indication of any specific requirements related to client's nationality
- In case clarity is not provided, TPS will be responsible of any rate difference and of any inconvenience caused to the client.

Fraudulent bookings

- Notification of fraud bookings will be sent via email to the Supplier operation emergency contact details.
- The Parties agree that should the Agent (TPS) fail to have a secured extranet which avoid fraudulent bookings, and the Booking is subsequently found to be a fraudulent Bookings, then the Sub Agent (HB) shall not be liable for payment of the Bookings, any cancellation charges or other costs associated with such Booking
- In case fraudulent bookings are notified to the Supplier within 5 hours from the booking creation time, these bookings must be cancelled with no cost attached.
- If fraudulent bookings are notified after 5 hours from booking creation HB will request the assistance of the Supplier to mitigate any further loss, in case the Agent (TPS) extranet and/or VCCs have not been compromised
- In case the Supplier detects suspicious bookings is asked to urgently contact the correct Hotelsupport. contact in operations, always based on the Supplier location

Tariff Error Protocol

- Requirements to activate tariff error protocol:
  - Booking rate discrepancy 60% or more.
  - Guest arriving after 7 days prior arrival booking rate discrepancy
  - Booking creation less than 30 days.

- In case of a tariff error booking please contact the correct Hotelsupport.region@hotelbeds.com address and always include the correct price. Bookings cannot be cancelled.
- Will automatically apply a 25% of discount on the new price provided by the supplier to compensate the discount on sale. New price or the option to cancel free of charge will be offer to the client. In case the client doesn't accept any option, the TPS will honor the booking with the original price.