

DESKBOOKERS VENUE OWNERS TERMS & CONDITIONS

These Venue Owners Conditions have been drawn up by Deskbookers B.V. (“**Deskbookers**”), having its registered office at Singel 542, 1017 AZ in Amsterdam and registered in the Chamber of Commerce under number 62979388. The Venue Owners Conditions relate to the use of the Deskbookers online platform (“**Deskbookers platform**”), which includes the Deskbookers website (www.deskbookers.com, the “**Website**”), the Deskbookers widget, the Deskbookers mobile application and all other applications with which the Deskbookers platform can be used (the “**Deskbookers portals**”). Read through the Venue Owners Conditions carefully before you register with, and make use of the Deskbookers platform. The Venue Owners Conditions can at all times be consulted on the Website. Deskbookers reserves the right to alter these Venue Owners Conditions from time to time. By using (or continuing to make use of) the Deskbookers portals you agree with the most recent version of the Venue Owners Conditions. The applicability of any purchasing or other conditions of the Venue Owner is explicitly rejected.

1 DEFINITIONS

1.1 In these Venue Owners Conditions the following terms have the meaning set out behind the terms:

- Deskbookers: The business which runs the Deskbookers platform.
- Deskbookers platform: The online service offered by Deskbookers, with which Users and Venue Owners are brought together to offer, look for, find and book a Space.
- Deskbookers portals: the website www.deskbookers.com, the Deskbookers widget, the Deskbookers mobile applications and all other applications which are offered by Deskbookers, with which the Deskbookers platform can be used.
- Deskbookers widget: an application developed by Deskbookers which is offered on the website of a third party, with which Users can add Bookings to the Deskbookers platform.
- Deskbookers for Partners: the part of the Deskbookers platform that is used by a Venue Owner to register and manage Bookings of Users, consisting of, inter alia, a reservation system.

- Venue Owner: a party which offers (a) Space(s) via the Deskbookers platform, which Space(s) can be booked by a User.
- User: a natural person acting in the course of a profession or business, which makes use of the Deskbookers platform to book a Space.
- Space: a workplace (including the entirety of a table and a chair, conference rooms and other rooms and other facilities, services and products) which is offered by a Venue Owner and which can be booked by a User.
- Booking: the registration of the (intended) use of a Space by a User.

2 USE OF DESKBOOKERS PLATFORM

2.1 The Venue Owner agrees with Deskbookers that Users can book Spaces via the Deskbookers platform which are managed by the Venue Owner. The commercial terms which are agreed on in this respect, such as the commission which Deskbookers receives here fore, are laid down separately in Annex 1 of these Venue Owners Conditions. These Venue Owners Conditions, including its Annexes, constitute the agreement between the Parties (the “Agreement”).

2.2 In order to be able to make use of the Deskbookers platform, the Venue Owner must register with the Deskbookers Platform. The registration instructions must be strictly followed. The Venue Owner guarantees that the details which are entered during the registration are correct. After registration the Venue Owner will have an account in which all Bookings are registered with the help of the reservation system Deskbookers for Partners. If the Venue Owner abuses the Deskbookers platform the Venue Owner can be denied the use thereof and a registration can be cancelled and the Venue Owner’s account can be removed.

2.3 The Deskbookers platform is a paid service, use of which will incur Service Fees to be paid by the Venue Owner. These Service Fees are to be paid prior to use of the Deskbookers platform. Deskbookers reserves the right to deny access to the Deskbookers platform should the Venue Owner fail to pay the Service Fees. Deskbookers reserves the right to change the Service Fees at any time, and we will provide Venue Owners adequate notice of any fee changes before they become effective

3 BOOKING

3.1 If a User places a Booking for the use of a Space via the Deskbookers platform, the User enters into an agreement with the Venue Owner who offers the Space. Deskbookers is not a party to this agreement. Deskbookers matches supply and demand, offers the Venue Owner a digital reservation system and takes care of the transaction. The Venue Owner is responsible for the correct execution of the Booking. The User is responsible for the provision of the correct details relating to the Booking. The Venue Owner is responsible for the correct details relating to the Space and other facilities belonging to the Space.

3.2 If the actual use of the Space by the User exceeds the Booking, including in any event the exceeding of the agreed duration and the purchase of additional services or products, the Venue Owner will immediately, as soon as possible but in any event within 24 hours after the use of the Space, add such services and products to the Booking. The Venue Owner must observe the requisite care in this respect. 24 hours after the use of the Space the content and scope of the Booking is definite.

4 RATES AND AVAILABILITY

4.1 The Venue Owner will set out the relevant rates for every Space which is offered (including additional services and products) via the Deskbookers platform. The Venue Owner is responsible for the accuracy of the specified rates. The Venue Owner must itself keep information relating to its business and its Spaces, such as rates and availability, but also descriptions, facilities, illustrations and other information up-to-date at all times.

4.2 All rates must be represented exclusive of VAT, unless otherwise agreed.

4.3 A change in the rates or availability of Spaces may not have any influence on bookings already made.

4.4 The Venue Owner is not permitted to offer the Spaces which are offered via the Deskbookers platform on other websites on the internet or via any other medium at a lower rate than on the Deskbookers platform.

5 PAYMENT

5.1 Users can pay for Bookings directly with the payment methods offered on the Deskbookers platform. Payment on an invoice basis is only possible after receiving Deskbookers explicit consent.

5.2 If the actual use of the Space exceeds the Booking, including in any event the exceeding of the agreed duration and the purchase of additional services or products, Deskbookers will invoice these costs afterwards. The Venue Owner is not itself permitted to charge these additional services and products to the User.

5.3 At the start of every month Deskbookers will send the Venue Owner a specification of all Bookings of the preceding month. This will in any event include the financial details relating to the Bookings, Bookings already made by Users, outstanding receivables of the Venue Owner, credit invoices for the Venue Owner and the commission which the Venue Owner owes Deskbookers with regard to the Bookings.

5.4 If the User has performed its payment obligations to Deskbookers with regard to a Booking this amount, minus the commission owed by the Venue Owner to Deskbookers, will be included in a credit invoice for the Venue Owner. Deskbookers will pay this credit invoice within 30 days on the account number specified by the Venue Owner.

6 DISCOUNT CODES

6.1 When placing their order Users can make use of individual discount codes which have been provided by Deskbookers or the Venue Owner. In principle discount codes cannot be used in combination with other discount actions or promotions. In the event the Venue Owner wishes to provide discount codes itself, separate agreements must be made with Deskbookers in this respect.

7 CHANGE AND CANCELLATION

7.1 Up to at latest 24 hours before the start of the Booking a User can change or cancel the Booking free of charge. In the event of a change or cancellation within 24 hours before the start of the Booking, the entire amount of the Booking will be charged and the User is obliged to pay this amount.

7.2 The User will specify changes or cancellations in their account and are visible for the Venue Owner in Deskbookers for Partners.

8 VENUE OWNER'S HOUSE RULES

8.1 If house rules or codes of conduct apply with regard to Spaces of the Venue Owner, these must be announced to the User prior to the actual Booking by means

of sending via the email address specified by the User, or by means of presentation of a physical copy, or notification before the start of the actual Booking.

9 COMPLAINTS AND DISPUTES

9.1 If a User does not agree with the execution of the Booking by the Venue Owner, the User must in the first instance approach the Venue Owner. If so requested in the event of a dispute Deskbookers can act as mediator. Deskbookers will in such case endeavour to resolve the dispute. Deskbookers reserves the right in the worst case to repay the User the amount the User has paid for a Booking, without the Venue Owner being owed any payment.

10 CHANGES T&C

10.1 Deskbookers reserves the right to change or supplement these terms and conditions.

10.2 Changes also apply to Agreements already concluded with due observance of a period of 30 days after publication of the change on the Website or by electronic notification. Changes of minor importance can be made at any time.

10.3 If the Client does not wish to accept a change in these conditions, it can terminate the agreement until the date on which the new conditions take effect.

11 TERMINATION

11.1 Deskbookers has the right to terminate the Agreement with the Venue Owner and to terminate the access to the Deskbookers platform if the Venue Owner:

(a) petitions for bankruptcy or is declared bankrupt;

(b) applies for or is granted a moratorium on payment;

(c) sells or liquidates its business;

(d) de facto stops doing business or participating in legal transactions, or threatens to do such; or

(e) acts in contravention of one or more provisions of the Agreement with Deskbookers or these Venue Owners Conditions

11.2 This termination does not detract from Deskbookers' other rights, such as the right to compensation of any loss.

12 LIABILITY

12.1 The liability of Deskbookers (including the group companies belonging to Deskbookers and its employees and officers) is limited as follows (subject to intent and gross negligence):

12.1.1 Deskbookers is not liable for any shortcoming or loss which is the result of the fact that the Venue Owner's Space does not satisfy the specifications which were agreed in advance or does not satisfy (technical or spatial) requirements which were set in advance or that certain necessary materials or products are not present;

12.1.2 Deskbookers is not liable for any shortcoming or loss which is the result of incorrect instructions of the User or any incorrect presentation of data by the User, the Venue Owner or a third party;

12.1.3 Deskbookers is not liable for any shortcoming in the performance of an obligation with regard to a User or Venue Owner, in so far as such is the result of force majeure, such as but not limited to: unforeseen hardware or software defects, power or internet disruptions, fire, lightning, explosions, disruptions, floods, industrial conflicts, exceptional weather conditions, war or acts of local authorities;

12.1.4 Deskbookers is not liable for any indirect loss, reputation damage or consequential loss; and

12.1.5 in so far as Deskbookers is liable therefore, its liability is limited to (a) the amount that is paid out to Deskbookers under its liability insurance, or, if lower (b) the total amount of the Booking to which the liability relates. 11.2 Deskbookers tries to make the Deskbookers platform, including Deskbookers for Partners, available 24 hours a day. Deskbookers does not guarantee, however, that the Deskbookers platform is continually available and/or functions completely. In addition, Deskbookers explicitly does not guarantee that the servers/systems on which the Deskbookers platform is made available, is always (fully) free of viruses, disruptions and/or other harmful

elements. Deskbookers excludes any liability which is connected herewith or which is the result hereof.

12.3 Deskbookers cannot guarantee that inventory, such as desks and desk chairs, of a Space at a Venue Owner's meets the requirements set pursuant to the Occupational Health and Safety regulations. Deskbookers is not liable for any loss ensuing herefrom. A User can ask of a Venue Owner per Space whether the inventory satisfies the Occupational Health and Safety requirements. The Venue Owner must adequately handle such a request.

12.4 The Venue Owner indemnifies Deskbookers against all loss suffered by the User, or by any other person who makes use of that Space during the period of the Booking.

13 PRIVACY AND PERSONAL DATA

13.1 The Venue Owner must treat the personal details made available to it via the Deskbookers platform with due care. The Venue Owner will enter into a 'Data Processing Agreement' with Deskbookers with regard to the processing of personal data, in which additional rules are set regarding the use of such data. The Data Processing Agreement 'Venues' is enclosed as Annex 2.

13.2 For personal data collected, processed and entered into Deskbookers for Partners by Lessor himself, Lessor can be designated as responsible within the meaning of the General Data Protection Regulation (GDPR). The Lessor must ensure that data subjects are correctly informed about the use of the data. Deskbookers will enter into a 'data processing agreement' with the Lessor regarding the processing of personal data, in which further rules are set regarding the use of this data. The Data Processing Agreement 'DB for Partners' is attached as Annex 3.

14 INTELLECTUAL PROPERTY

14.1 The intellectual property of and copyright in all information, descriptions and illustrations which the Venue Owner and/or Deskbookers have placed on the Deskbookers platform, lies with Deskbookers or it has been granted a licence therefore by third parties. It is therefore not permitted without Deskbookers' written consent to reproduce, reuse, publish or distribute texts or parts thereof, illustrations or other information of the Deskbookers platform.

14.2 The Venue Owner grants Deskbookers a non-exclusive, transferrable, royalty-free, worldwide licence to use all details relating to the Spaces, such as

photos and descriptions in connection with the Deskbookers platform. This licence ends when the Venue Owner's account is removed.

15 DISCLAIMER

15.1 Information which you find on the Deskbookers platform, such as information on availability, rates, descriptions, facilities and illustrations of Spaces of a Venue Owner, has been compiled with the greatest possible care. It is nevertheless possible that the information which is published on the Deskbookers platform is incomplete and/or incorrect or contains typographical errors. Deskbookers does not check information such as illustrations, facilities and descriptions of Spaces which a Venue Owner places. Deskbookers does not guarantee the accuracy and completeness of the information placed on the Deskbookers platform regarding the participating Spaces and the Venue Owner and does not accept any liability for the consequences of inaccuracy and incompleteness.

16 FULL AGREEMENT

16.1 These Venue Owners Conditions together with all other documents to which these Venue Owners Conditions refer, constitute the full agreement between Deskbookers and the Venue Owner and contain all terms as made between the parties with regard to (the use of) the Deskbookers platform.

17 APPLICABLE LAW

17.1 These Venue Owners Conditions and the use of the Deskbookers platform are governed by Dutch law. All disputes ensuing herefrom will exclusively be brought before the court in Amsterdam.

ANNEX 1

The "Commercial Terms" can be found in Deskbookers for Partners under settings, commercial agreements.

ANNEX 2

Data Processing Agreement

For Venues

version 3

confidential

PARTIES:

1. the private company with limited liability **DESKBOOKERS BV**, with its registered office in Amsterdam and office in Amsterdam at Singel 452 (1017 AZ), registered in the commercial register of the Chamber of Commerce under number 62979388, hereby legally represented by Mrs. D. Sahi, hereinafter referred to as "**Controller**",

and

2. Lessor: a party that offers (one) Space (s) via the Deskbookers platform, which Space (s) can be booked by a User: "**Processor**",

hereinafter referred to collectively as "**Parties**" and each also a "**Party**",

AGREE TO THE FOLLOWING:

1. Considerations

- 1.1 The Controller offers a solution called "Deskbookers" (hereinafter: the Service), with which Users and Lessors are brought together for the offering, searching, finding and booking of an Area.
- 1.2 The Controller and the Processor have concluded an agreement (hereafter: the "Main Contract") with regard to the use of the Service. In the context of the execution of this Main Contract, the Responsible Party provides services to the Processor.
- 1.3 The Processor will process data for the performance of the Master Agreement for which the Controller is and remains responsible. Such data include personal data within the meaning of the General Data Protection Regulation (EU 2016/679), hereinafter the "GDPR".
- 1.4 The parties wish, in view of the provisions of article 28 paragraph 3 GDPR, to lay down the conditions for the processing of these personal data in this agreement.

2. Definitions

- 2.1 The terms "data subject", "processor", "third party", "personal data" and "controller" have the same meaning in this agreement as defined in Article 4 of the GDPR; in addition, the following terms have the following meaning:
- 2.2 **Data Processing Agreement:** The present agreement;
- 2.3 **Databreach:** A breach of security that inadvertently or unlawfully leads to destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data;
- 2.4 **Service:** The service provided by the Processor to the Controller, as described in the Main Contract;
- 2.5 **EEA:** European Economic Area, consisting of all countries of the European Union, Liechtenstein, Norway and Iceland;
- 2.6 **Main Agreement:** The agreement concluded between the Controller and the Processor as referred to under 1.3;
- 2.7 **Personal Data:** All Personal Data that Processor receives from or processed by the Controller in the context of the execution of the Main Contract and / or the Processor Agreement.
- 2.8 **Sub-Processor:** A party that is called in by the Processor (as a Processor) for the performance of the Main Agreement.

3. Scope

- 3.1 This agreement applies insofar as one or more processing operations that are included in Appendix 1 are involved in the delivery of the services under the Main Agreement.
- 3.2 The processing of Appendix 1 that take place when the Service or Services are delivered is hereinafter referred to as "the Processes". The personal data that is processed thereby: the "Personal Data".
- 3.3 With regard to the Processing, Controller is the controller and Processor the processor. The natural persons who actually make use of the services of the Processor and, if applicable, their representatives, under the Principal Agreement will hereinafter also be referred to as the "End Users".
- 3.4 The Controller retains control over the Personal Data. At the request of the Controller and against payment of the reasonable costs, the Processor will make the Personal Data available to the Controller.
- 3.5 If more and other personal data are processed on the instructions of the Controller or if processing is processed differently than described in this article, this agreement also applies as much as possible to those processing operations.
- 3.6 With regard to the processing of certain data from the End Users, the Processor is (co-) responsible. This concerns in particular the contact details and other data of the End User required by the Processor to execute the Principal Agreement.
- 3.7 The annexes form part of this agreement. It's about:
Appendix 1: Processing and Personal Data;
Appendix 2: Categories of sub-processors approved by the Controller.

4. Subject

- 4.1 The Controller has and maintains full control over the Personal Data. If the Controller does not process the Personal Data himself using the systems of the Processor, the Processor processes exclusively on the basis of written instructions from the Controller. The Main Agreement is a generic instruction in this respect.
- 4.2 The Processing takes place exclusively within the framework of the Main Contract. Processor does not process Personal Data other than provided for in the Main Agreement. In particular, the Processor does not use the Personal Data for its own purposes.
- 4.3 The Processor performs the processing in a proper and careful manner.

5. Security measurements

- 5.1 The Processor takes all technical and organizational security measures that are required from it under the GDPR and in particular pursuant to Article 32 of the GDPR.

- 5.2 In determining the security measures, the Processor takes into account the risks of the processing, the nature of the Personal Data and in particular the processing of special Personal Data and the state of the art.
- 5.3 The Processor shall ensure that persons, not limited to employees, who participate in the Processing activities of the Processor are bound by a confidentiality obligation with respect to the Personal Data.

6. Databreaches

- 6.1 The Processor will inform the Controller of any "personal data breach" as referred to in Article 4, sub 12 AVG. Such an infringement is hereinafter referred to as "Data Breach".
- 6.2 The Processor provides the Controller in a timely manner with all information that it possesses and which is necessary to comply with the obligations under Article 33 of the GDPR. The Processor supplies the relevant information as quickly as possible in a customary format to be determined by Processor.
- 6.3 Processor shall not inform the Controller about a Data Breach if it is immediately clear that the Data Breach does not pose a risk to the rights and freedoms of natural persons. If there is room for doubt about this, the Processor will report the Data Breach to the Controller in order to enable it to form its own opinion about a possible notification of the Data Breach. The Processor shall document all breaches, including those that do not need to be reported to the Controller, and periodically provide the Controller with such documentation at the request of the Controller.
- 6.4 It is only the responsibility of the Controller to determine whether a Data Breach detected by the Processor is reported to the Personal Data Protection Authority and / or to relevant data subjects.

7. Engaging subprocessors

- 7.1 Processor is not entitled to engage a third party as sub-processor during the Processing without the prior written consent of the Controller. Consent of Controller may also relate to a certain type of third party.
- 7.2 If the Controller gives its consent, the Processor shall ensure that the third party concerned concludes an agreement in which it at least complies with the same statutory obligations as the Processor.
- 7.3 If the permission relates to a specific type of third party, the Processor informs the Controller of the subprocesses it has engaged.
- 7.4 The Controller can then object to additions or replacements with regard to the subprocessors of the Processor.
- 7.5 The reprocessing authority hereby gives permission for the use of the sub-processors and / or categories of sub-processors included in Appendix 2.

8. Confidentiality

- 8.1 The Processor keeps the Personal Data secret. The Processor ensures that the personal data are not made available directly or indirectly to third parties. Third parties also include the personnel of Processor insofar as it is not necessary that they take note of the Personal Data. This order does not apply if this agreement provides otherwise and / or insofar as a statutory provision or judgment requires any announcement.
- 8.2 The Processor will inform the Controller of any request for the collection, provision or other form of retrieval and communication of the Personal Data, contrary to the duty of confidentiality contained in this article.

9. Retention periods and deletion

- 9.1 The Controller is responsible for determining the retention periods with regard to the Personal Data. Insofar as Personal Data are under the control of the Controller, he knew it himself in time.
- 9.2 Processor will delete the Personal Data within thirty days after the end of the Main Contract or, at the choice of the Controller, to transfer these, unless the Personal Data must be kept for a longer period, such as in the context of (legal) obligations of the Processor, or if the Controller requests that Personal Data be stored for a longer period of time and that the Processor and the Controller agree on the costs and other conditions of that longer storage, the latter without prejudice to the responsibility of the Controller to observe the statutory retention periods. Any transfer to the Controller takes place at the expense of the Controller.
- 9.3 Processor will declare at the request of the Controller that the erasure in the previous paragraph has taken place. The Controller can have a check carried out at his own expense or that has indeed happened.
- 9.4 Article 10 of this agreement applies to that control. The processor will, as far as necessary, inform all sub-processors involved in the processing of the Personal Data of a termination of the Main Contract and instruct them to act as provided herein.
- 9.5 Unless parties agree otherwise, the Controller himself will ensure that the Personal Data is backed up.

10. Rights of data subjects

- 10.1 If the Controller himself has access to the Personal Data, he himself complies with all requests from the parties concerned with regard to the Personal Data. The Processor will immediately forward any request received by the Processor to the Controller.
- 10.2 Only if the in the foregoing paragraph mentioned is not possible, will the Processor provide full and timely cooperation to the Controller in order to:

- (a) after permission from and on behalf of the Controller, to allow data subjects to have access to the relevant Personal Data;
- (b) Remove or correct personal data;
- (c) to show that Personal Data have been removed or corrected if they are incorrect (or, in the event that the Controller disagrees with the fact that the Personal Data are incorrect, to record the fact that the data subject considers his Personal Data as incorrect)
- (d) to provide the relevant Personal Data to the Controller or to a third party appointed by the Controller in a structured, standard and machine-readable form;
- (e) The Controller should have the opportunity to fulfill its obligations under the GDPR or other applicable legislation in the area of processing of the Personal Data.

10.3 The costs of and requirements for the cooperation referred to in the previous paragraph are jointly established by the parties. Without an appointment on this subject, the costs are for the Controller.

11. Liability and indemnity

11.1 If a Party fails to comply with this Processor Agreement, this Party is liable for the damage and costs that the other Party suffers or has suffered as a result. The Processor indemnifies the Controller against claims from third parties (including those concerned) that relate to a shortcoming of the Processor under the Master Agreement and / or the Processor Agreement.

11.2 In addition, the Processor indemnifies the Responsible for penalties and / or penalties from or on behalf of the Dutch Data Protection Authority and / or other competent authorities that are imposed on the Controller and where it is established that these are attributable to violations of the GDPR by the Processor. To be able to make use of this indemnity, the Responsible Party is obliged to:

- (a) Notify the Processor immediately of any investigation or other cause that could lead to an intention of the authority concerned to impose a fine or a penalty order;
- (b) to act and communicate with the Processor in consultation with the relevant authority; and
- (c) object and / or appeals against imposed fines if there is reason to do so.

12. Monitoring

12.1 The Controller has the right to check compliance with the provisions of this agreement once a year at his own expense or to have these checked by an independent chartered accountant or register informant.

12.2 The Processor will provide the Controller with all information necessary to demonstrate that the obligations in Article 28 of the GDPR are met. If the third party called in by the Responsible Party gives an instruction that, in the opinion of the Processor, constitutes an infringement of the GDPR, the Processor shall immediately inform the Controller thereof.

- 12.3 The Controller's research will always be limited to the systems that are used by the Processors for the Processes. The Controller will keep the information found during the audit secret and only use it to verify compliance by the Processor with the obligations arising from this agreement and to delete the information or parts thereof as quickly as possible. The Controller guarantees that any third parties engaged will also assume these obligations.
- 12.4 In consultation with the Controller, the processor will implement the recommendations for improvement as a result of the audit as soon as possible. The costs for carrying out the recommended improvements are for the account of the Controller, unless the Processor is prepared to take the costs (in part) for its own account.
- 12.5 In the event of an investigation by the Dutch Data Protection Authority or another competent authority, the Processor will provide all reasonable cooperation and Processor informs the Controller about this investigation as soon as possible. Parties will consult with each other about the manner of action.

13. Other provisions

- 13.1 Changes to this agreement are only valid if agreed between the parties in writing.
- 13.2 Parties will amend this agreement to amended or supplemented regulations, additional instructions from the relevant authorities and advancing insight into the application of the GDPR (for example by, but not limited to, jurisprudence or reports), the introduction of standard provisions and / or other events or insights that make such an adjustment necessary.
- 13.3 This agreement lasts as long as the Main Agreement lasts. The provisions of this agreement will continue to apply to the extent necessary for the settlement of this agreement and in so far as they are intended to survive the end of this agreement. The latter category of provisions include, but are not limited to, the provisions on confidentiality and disputes.
- 13.4 If and insofar as there is a conflict between this Processor Agreement and the Main Contract, the provisions of the Main Agreement prevail.
- 13.5 Dutch law is exclusively applicable to this Processing Agreement.
- 13.6 Disputes that arise as a result of this Processor Agreement will be settled in the same way as included in the Main Agreement.

1. **Appendix 1: Processing and Personal Data**

This appendix is part of the Processor Agreement.

I. The categories of Personal Data that parties expect to process:

- a. Contacts, employees and relations whose data are managed in the Service for the purposes of the booking;
- b. Name,
- c. Phonenumber
- d. Email-address
- e. Organisation

II. The use of the Personal Data and the purposes and means of processing:

- a. The Personal Data are recorded in the context of the Service, as described in the Main Agreement.
- b. The Service is offered to support organizations in booking a Space.
- c. The personal data are collected with the aim of:
 - i. The communication and handling of the booking to be carried out by the Processor.

2. Appendix 2: Categories of Subprocessors

This appendix is part of the Processor Agreement.

This appendix contains an overview of the sub-processors as mentioned in article 7.3 of this agreement.

- I. **The categories of Sub Processors that are enabled by Processor**
 - a. **Electronic mail services:** One or more providers of mail services will be engaged by Verwerker for the handling of mail.
 - b. **Presentation facilities:** The processor can use the services of one or more presentation service providers, such as screens on which the booking is displayed.

ANNEX 3

Data Processing Agreement

For the use of **Deskbookers for Partners**

version 3

confidential

PARTIES:

1. The natural or legal person who makes use of or wishes to make use of the services of Deskbookers, hereinafter referred to as the "**Controller**",

and

2. the private company with limited liability **DESKBOOKERS BV**, with its registered office in Amsterdam and office in Amsterdam at Singel 452 (1017 AZ), registered in the commercial register of the Chamber of Commerce under number 62979388, hereby legally represented by Mrs. D. Sahi, hereinafter referred to as : "**Processor**",

hereinafter referred to collectively as "**Parties**" and each also a "**Party**",

AGREE TO THE FOLLOWING:

1. Considerations

- 1.1. The processor offers a solution called "Deskbookers for Partners" (hereafter: the Service), the functionality of which enables the Lessors to register and manage Bookings of Users, consisting of, among other things, a reservation system.
- 1.2. The Controller and the Processor have concluded an agreement (hereafter: the "Main Contract") with regard to the use of the Service. In the context of the execution of this Main Contract, the Processor provides services to the Controller.
- 1.3. The Processor will process data for the performance of the Master Agreement for which the Controller is and remains responsible. Such data include personal data within the meaning of the General Data Protection Regulation (EU 2016/679), hereinafter the "GDPR".
- 1.4. The parties wish, in view of the provisions of article 28 paragraph 3 GDPR, to lay down the conditions for the processing of these personal data in this treaty.

2. Definitions

- 2.1. The terms "data subject", "processor", "third party", "personal data" and "controller" have the same meaning in this agreement as defined in Article 4 of the GDPR; in addition, the following terms have the following meaning:
- 2.2. **Data processing agreement:** The present agreement;
- 2.3. **Databreach:** A breach of security that inadvertently or unlawfully leads to destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data;
- 2.4. **Service:** The service provided by the Processor to the Controller, as described in the Main Contract;
- 2.5. **EEA:** European Economic Area, consisting of all countries of the European Union, Liechtenstein, Norway and Iceland;
- 2.6. **Main Agreement:** The agreement concluded between the Controller and the Processor as referred to under 1.3;
- 2.7. **Personal Data:** All Personal Data received or processed by Processor for the Controller in the context of the execution of the Main Contract and / or the Processor Agreement.
- 2.8. **Sub-Processor:** A party that is called in by the Processor (as a Processor) for the execution of the Master Agreement.

3. Scope

- 3.1. This agreement applies insofar as one or more processing operations that are included in Appendix 1 are involved in the delivery of the services under the Main Agreement.

- 3.2. The processing of Appendix 1 that take place when the Service or Services are delivered is hereinafter referred to as "the Processes". The personal data that is processed thereby: the "Personal Data".
- 3.3. With regard to the Processing, Controller is the controller and Processor the processor. The natural persons who actually make use of the services of the Processor and, if applicable, their representatives, under the Principal Agreement will hereinafter also be referred to as the "End Users".
- 3.4. Controller retains control over the Personal Data. At the request of the Controller and against payment of the reasonable costs, the Processor will make the Personal Data available to the Controller.
- 3.5. If more and other personal data are processed on the instructions of the Controller or if processing is processed differently than described in this article, this agreement also applies as much as possible to those processing operations.
- 3.6. With regard to the processing of certain data from the End Users, the Processor is (co-) responsible. This concerns in particular the contact details and other data of the End User required by the Processor to execute the Principal Agreement.
- 3.7. The annexes form part of this agreement. They include:
Appendix 1: Processing and Personal Data;
Appendix 2: Categories of sub-processors approving the Controller.

4. Subject

- 4.1. The Controller has and maintains full control over the Personal Data. If the Controller does not process the Personal Data himself using the systems of the Processor, the Processor processes exclusively on the basis of written instructions from the Controller. The Main Agreement is a generic instruction in this respect.
- 4.2. The Processing takes place exclusively within the framework of the Main Contract. Processor does not process Personal Data other than provided for in the Main Agreement. In particular, the Processor does not use the Personal Data for its own purposes.
- 4.3. The Processor performs the processing in a proper and careful manner.

5. Security measurements

- 5.1. The Processor takes all technical and organizational security measures that are required from it under the GDPR and in particular pursuant to Article 32 of the GDPR.
- 5.2. In determining the security measures, the Processor takes into account the risks of the processing, the nature of the Personal Data and in particular the processing of special Personal Data and the state of the art.
- 5.3. The Processor shall ensure that persons, not limited to employees, who participate in the Processing activities of the Processor are bound by a confidentiality obligation with respect to the Personal Data.

6. Databreaches

- 6.1. The Processor will inform the Controller of any "personal data breach" as referred to in Article 4, sub 12 AVG. Such an infringement is hereinafter referred to as "Data Breach".
- 6.2. The Processor provides the Controller in a timely manner with all information that it possesses and which is necessary to comply with the obligations under Article 33 of the GDPR. The Processor supplies the relevant information as quickly as possible in a customary format to be determined by Processor.
- 6.3. Processor shall not inform the Controller about a Data Breach if it is immediately clear that the Data Breach does not pose a risk to the rights and freedoms of natural persons. If there is room for doubt about this, the Processor will report the Data Breach to the Controller in order to enable it to form its own opinion about a possible notification of the Data Breach. The Processor shall document all breaches, including those that do not need to be reported to the Controller, and periodically provide the Controller with such documentation at the request of the Controller.
- 6.4. It is only the responsibility of the Controller to determine whether a Data Breach detected by the Processor is reported to the Personal Data Protection Authority and / or to relevant data subjects.

7. Engaging subprocessors

- 7.1. Processor is not entitled to engage a third party as sub-processor during the Processing without the prior written consent of the Controller. Consent of Controller may also relate to a certain type of third party.
- 7.2. If the Controller gives its consent, the Processor shall ensure that the third party concerned concludes an agreement in which it at least complies with the same statutory obligations as the Processor.
- 7.3. If the permission relates to a specific type of third party, the Processor informs the Controller of the subprocesses it has engaged.
- 7.4. The Controller can then object to additions or replacements with regard to the subprocessors of the Processor.
- 7.5. The reprocessing authority hereby gives permission for the use of the sub-processors and / or categories of sub-processors included in Appendix 2.

8. Confidentiality

- 8.1. The Processor keeps the Personal Data secret. The Processor ensures that the personal data are not made available directly or indirectly to third parties. Third parties also include the personnel of Processor insofar as it is not necessary that they take note of the Personal Data. This order does not apply if this agreement provides otherwise and / or insofar as a statutory provision or judgment requires any announcement.

- 8.2. The Processor will inform the Controller of any request for the collection, provision or other form of retrieval and communication of the Personal Data, contrary to the duty of confidentiality contained in this article.

9. Retention periods and deletion

- 9.1. The Controller is responsible for determining the retention periods with regard to the Personal Data. Insofar as Personal Data are under the control of the Controller, he knew it himself in time.
- 9.2. Processor will delete the Personal Data within thirty days after the end of the Main Contract or, at the choice of the Controller, to transfer these, unless the Personal Data must be kept for a longer period, such as in the context of (legal) obligations of the Processor, or if the Controller requests that Personal Data be stored for a longer period of time and that the Processor and the Controller agree on the costs and other conditions of that longer storage, the latter without prejudice to the responsibility of the Controller to observe the statutory retention periods. Any transfer to the Controller takes place at the expense of the Controller.
- 9.3. Processor will declare at the request of the Controller that the erasure in the previous paragraph has taken place. The Controller can have a check carried out at his own expense or that has indeed happened.
- 9.4. Article 10 of this agreement applies to that control. The processor will, as far as necessary, inform all sub-processors involved in the processing of the Personal Data of a termination of the Main Contract and instruct them to act as provided herein.
- 9.5. Unless parties agree otherwise, the Controller himself will ensure that the Personal Data is backed up.

10. Rights of data subjects

- 10.1. If the Controller himself has access to the Personal Data, he himself complies with all requests from the parties concerned with regard to the Personal Data. The Processor will immediately forward any request received by the Processor to the Controller.
- 10.2. Only if the in the foregoing paragraph mentioned is not possible, will the Processor provide full and timely cooperation to the Controller in order to:
 - (a) after permission from and on behalf of the Controller, to allow data subjects to have access to the relevant Personal Data;
 - (b) Remove or correct personal data;
 - (c) to show that Personal Data have been removed or corrected if they are incorrect (or, in the event that the Controller disagrees with the fact that the Personal Data are incorrect, to record the fact that the data subject considers his Personal Data as incorrect)
 - (d) to provide the relevant Personal Data to the Controller or to a third party appointed by the Controller in a structured, standard and machine-readable form;
 - (e) The Controller should have the opportunity to fulfill its obligations under the GDPR or other applicable legislation in the area of processing of the Personal Data.

10.3. The costs of and requirements for the cooperation referred to in the previous paragraph are jointly established by the parties. Without an appointment on this subject, the costs are for the Controller.

11. Liability and indemnity

11.1. The Controller bears responsibility, among other things, and is therefore fully liable for (the intended purpose of) the Processing, the use and the content of the Personal Data, the provision to third parties, the duration of the storage of the Personal Data, the manner in which of processing and the means used for this.

11.2. The Processor is liable to the Controller as stipulated in the Main Contract.

12. Monitoring

12.1. The Controller has the right to check compliance with the provisions of this agreement once a year at his own expense or to have these checked by an independent chartered accountant or register informant.

12.2. The Processor will provide the Controller with all information necessary to demonstrate that the obligations in Article 28 of the GDPR are met. If the third party called in by the Responsible Party gives an instruction that, in the opinion of the Processor, constitutes an infringement of the GDPR, the Processor shall immediately inform the Controller thereof.

12.3. The Controller's research will always be limited to the systems that are used by the Processors for the Processes. The Controller will keep the information found during the audit secret and only use it to verify compliance by the Processor with the obligations arising from this agreement and to delete the information or parts thereof as quickly as possible. The Controller guarantees that any third parties engaged will also assume these obligations.

12.4. In consultation with the Controller, the processor will implement the recommendations for improvement as a result of the audit as soon as possible. The costs for carrying out the recommended improvements are for the account of the Controller, unless the Processor is prepared to take the costs (in part) for its own account.

12.5. In the event of an investigation by the Dutch Data Protection Authority or another competent authority, the Processor will provide all reasonable cooperation and Processor informs the Controller about this investigation as soon as possible. Parties will consult with each other about the manner of action.

13. Other provisions

13.1. Changes to this agreement are only valid if agreed between the parties in writing.

13.2. Parties will amend this agreement to amended or supplemented regulations, additional instructions from the relevant authorities and advancing insight into the application of the GDPR (for example by, but not limited to, jurisprudence or reports), the introduction of standard provisions and / or other events or insights that make such an adjustment necessary.

- 13.3. This agreement lasts as long as the Main Agreement lasts. The provisions of this agreement will continue to apply to the extent necessary for the settlement of this agreement and in so far as they are intended to survive the end of this agreement. The latter category of provisions include, but are not limited to, the provisions on confidentiality and disputes.
- 13.4. If and insofar as there is a conflict between this Processor Agreement and the Main Contract, the provisions of the Main Agreement prevail.
- 13.5. Dutch law is exclusively applicable to this Processing Agreement.
- 13.6. Disputes that arise as a result of this Processor Agreement will be settled in the same way as included in the Main Agreement.

Appendix 1: Processing and Personal Data

This appendix is part of the Processor Agreement.

- I. The categories of Personal Data that parties expect to process:**
 - a. Contacts, employees and relations whose data are managed in the Service for the purposes of the booking;
 - b. Name, address
 - c. Phonenumber
 - d. Emailaddress
 - e. Password for accessing the Service
 - f. Organisation
 - g. Financial data

- II. The use of the Personal Data and the purposes and means of processing:**
 - a. The Personal Data are recorded in the context of the Service, as described in the Main Agreement.
 - b. The Service is offered to support organizations in the booking of a Space.
 - c. The personal data are collected with the aim of:
 - i. to allow the person concerned access to the Service and to allow him or her to use the Service;
 - ii. identify the person in question as a financial contact person for the organization;
 - iii. to be able to inform the person concerned about the Service and about developments at the Processor.

Appendix 2: Categories of subprocessors

This appendix is part of the Processor Agreement.

This appendix contains an overview of the categories of the sub-processors as mentioned in article 7.3 of this agreement.

- a. **Notification systems:** These suppliers are used by the Processor to take care of the notifications and other messages sent from the Service to users and other parties involved, such as **Mandrill**;
- b. **Hosting providers:** The Processor relies on one or more hosting services to use and manage the hosting platform on which the Service is run.
- c. **Payment service providers:** The Processor uses the services of one or more providers of online invoicing and payment solutions for the processing of invoices and payments, such as **Adyen** and **Stripe**.
- d. **Newsletter system:** The Processor enables one or more newsletter system providers to send a regular newsletter, informing users and other parties involved about the Service and about developments at the Processor, such as **Autopilot**.
- e. **Visit and behavior analysis systems:** The Processor uses the services of one or more providers of to maintain general behavioral data. The aim is to optimize the experience, design and performance of the Deskbookers platform and the Deskbookers services. Examples are **Google Analytics**, **Hotjar**, **Optimizely** and **Yesware**.