Shiji
ReviewPro
Data Processing Agreement

This Data Processing Agreement and its Annexes ("**DPA**") is made and entered into as of this   day of   ,   forms part of the Services Agreement (the "**Agreement**") concluded between "**Shiji (Singapore) Pte. Ltd**." ("**Shiji**", "**Us**", "**We**", "**Our**", "**Service Provider**" or **"Processor"**) and "   " (collectively, **"You", "Your", "Client",** or **"Controller"**).

You acknowledge that you, on behalf of "   " incorporated under   law, with its principal offices located in   , have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with Shiji as defined below to reflect the parties' agreement with regard to the Processing of Personal Data (as such terms are defined below). Both parties shall be referred to as the "parties" and each, a "party".

WHEREAS,   Shiji shall provide the Services set forth in the Agreement for Client; and

WHEREAS,   The Services entails the processing of personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and Data Protection Laws (to the extent as applicable to Processors); and

WHEREAS,   In the course of providing the Services pursuant to the Agreement, we will process Personal Data on your behalf, in the capacity of a Processor and only on the written instruction of the Client.

1.   HOW THIS DPA APPLIES

1.1   **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, Client enters into this DPA on behalf of itself and, as applicable under the Data Protection laws, in the name and on behalf of its Authorized Establishments if and to the extent Shiji processes Personal Data for which such Authorized Establishment qualify as the Controller, thereby establishing a separate DPA between Shiji and each such Authorized Establishments subject to the provisions of the Agreement and this section 1. Each Authorized Establishments agrees to be bound by the obligations under this DPA.

1.2   **Communication.** The Client that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Authorized Establishments under this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Establishments.

1.3   **Enforcement.** Client that is the contracting party to the Agreement shall remain responsible to enforce the cause of action against Shiji arising it out of this DPA, instead Client Affiliate(s) separately brining a cause of action against Shiji.

2. INTERPRETATION AND DEFINITIONS

2.1 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.

2.2 Words used in the singular include the plural and vice versa, as the context may require.

2.3 Capitalized terms not defined herein shall have the meaning given under the "GDPR" and as assigned to such terms in the Agreement, unless stated otherwise.

2.4 For the purpose the "DPA" the parties agree on the following meaning to the definitions listed below:

(a) **"Affiliates"** means any entity that directly or indirectly controls, is controller by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(b) **"Agreement"** means collectively the "Services Agreement" concluded between Client and Shiji.

(c) **"Authorized Establishment"** shall mean any of Client's Affiliate(s) which is owned, franchised, managed or operated by client or its Affiliates (i) hotels, casinos, casino hotels, resorts, inns, motels, apartment houses, extended residences, timeshares, fractionals, condominium, branded residentials, vacation ownership, transient rooms, service suites, cruise ships, tour boats, steam boats, restaurants, or other similar establishment, and (ii) any other manner of transient occupancy, and (iii) which is subject to the Data Protection laws, and (iv) is permitted to use the Services pursuant to the Agreement between the Client and Shiji, and has signed the "Property Services Agreement" ("PSA").

(d) **"CCPA"** means the California Consumer Privacy Act, Cal. Civ. Code § 1789.100 *et seq.*, and its implementing regulations.

(e) **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA, and except where indicated otherwise, the term "Controller" shall include the Client and Client's Affiliates.

(f) **"Client"** means the entity that executed the Agreement together with its Affiliates which have signed the "Property Services Agreement" ("PSA"). For the purpose of this DPA only, and except where indicated otherwise, the term "Client" shall include Client and Authorized Establishment.

(g) **"Data Protection laws"** means all laws and regulations governing the privacy, data protection applicable to the Processing of Personal Data under the Agreement.

(h) **"Data Subject"** means the identified or identifiable person to whom the Personal Data relates.

(i) "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(j) **"Incident response and recovery services"** means the collection of actions aimed at identifying, investigating and responding to security incidents in a way that minimizes impact and supports rapid recovery, consisting of the following stages: identification, containment and intelligence, eradication, recovery and lessons learned.

(k) **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(l) **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;

(m) **"Process(ing)"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(n) **"Processor"** means the Shiji and Shiji Affiliates entity which Processes Personal Data on behalf of the Controller, including any "Service provider" as that term is defined by the CCPA.

(o) **"Security Incident"** is a single or a series of unwanted or unexpected information security events that have a probability of compromising business operations and threatening information security. Security incidents include, but are not limited to; attempts (either failed or successful) to gain unauthorized access to a system or its data; unwanted disruption or denial services; the unauthorized use of a system for the processing or storage of data; changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.

(p) "**Shiji**" means Shiji and its Affiliates engaged in the Processing of Personal Data.

(q) **"Services"** means all items as supplied under the Agreement .

(r) **"Sub-processor"** means any Processor engaged by Shiji.

(s) "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

(t) **"Third Party"** means any non-Shiji provider that as engaged by the Client on the basis of the contractual relationship between the Client and that Third Party to whom Shiji makes the Application Programming Interface ("API") available.

3. **PROCESSING OF PERSONAL DATA**

3.1 **Roles of the parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Client is the Controller, (ii) Shiji is the Processor and that (iii) Shiji may engage Sub-processors pursuant to the requirements set forth in section 10 "General Authorization for Sub-processors" below.

3.2 **Client's Processing of Personal Data.** The Client as the Controller carries the primary obligation to comply with the GDPR, the Data Protection laws and to protect Personal Data. Client shall, in its use of the Services Process Personal Data in accordance with the requirements of the GDPR and Data Protection laws (as applicable). The Client identifies the applicable legal bases for the processing of Personal Data provided to Shiji.

Without limitation, Client shall have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data and to authorize the Processing by Processor of the Personal Data which is authorized in this DPA. In particular, this includes the identification of the legal basis for the Transfer to Third Countries – Chapter V of the GDPR and Processing of Sensitive Data to the extent applicable.

Client specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

3.3 **Processor's Processing of Personal Data.** The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement and DPA. Processor shall Process Personal Data in accordance with Client's documented instructions for the following purposes: (i) Processing in accordance with the Agreement, this DPA and to provide the Services; (ii) Processing for Client to be able to use the Services; (iii) Processing to comply with other documented reasonable instructions provided by Client (e.g. via email) where such instructions are consistent with the terms of the Agreement. The nature and purpose of the

Processing, as well as the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 to this DPA.

4. SENSITIVE DATA AND DATA CONCERNING HEALTH

4.1 Shiji' Services, including in particular the free text fields, are not designed for, and shall not be used to record special categories of data, i.e. "sensitive data", including without limitation data concerning health, data about racial or ethnic origin, political opinion, conviction or union membership.

4.2 Notwithstanding the information set out in section 4.1, the parties acknowledge that in some jurisdictions certain attributes to Personal Data may be identified as sensitive data. This may include disability information, health status, dietary/allergy information.

4.3 The Controller acknowledges to identify where the jurisdiction specific requirements concerning the collection of sensitive data apply to the Controller. Such information shall be notified to Shiji without undue delay to ensure that sensitive data is processed in accordance with the applicable Data Protection laws.

5. OBLIGATIONS OF THE PROCESSOR

5.1 **The purpose limitation**: The Processing of Personal Data and processing results is only allowed within the purposes specified under the Agreement and the DPA.

5.2 **Written instructions:** We will only process the Personal Data on behalf of the Client written instruction. For the avoidance of doubt, Client's instructions for the Processing of Personal Data shall comply with the GDPR and Data Protection laws. The parties agree that this DPA and the Agreement (including the provisions of instruction provided to us via e-mail) constitute Client's documented instructions regarding Shiji' processing of the Personal Data. The written instruction is to be understood as Processing of Personal Data for the purpose of the fulfillment of the provision of Shiji Services as defined in the Agreement and the DPA. Any documented instructions (including as provided via e-mail) or change requests to the Agreement, and this DPA that involves the Processing of Personal Data, will be treated as written instruction.

Shiji must inform the Client immediately if it believes that an instruction by the Client violates the data protection regulations of the European Union or Member States, or any other applicable local law (including Data Protection laws).

5.3 **Disclosure:** Shiji may disclose the Personal Data (a) as permitted hereunder; (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by Data Protection law or any applicable laws (in such a case, Processor shall inform the Client prior to the disclosure, unless that law prohibits such information on important grounds of public interest); (c) under an obligation of confidentiality to its

legal counsel(s), data protection officer, auditors and accountant(s).

5.4 **Confidentiality**: Shiji declares that all persons who are involved with Personal Data processing are obliged to maintain confidentiality. This confidentiality obligation of the persons entrusted with Personal Data processing remains effective including after the termination of the employment relationship.

5.5 **Records of Processing Activities**: Pursuant to Art. 30(2) GDPR, Shiji will maintain the Records of Processing Activities. Client may request this Record in writing and Shiji will make the Records available within five (5) business days after the receipt of the request, unless special circumstances apply (e.g. regulatory audit).

5.6 **Processor assist the Controller in ensuring compliance:** Shiji supports the Client in complying with Client's obligations pursuant to Art. 32-36 GDPR. Any support beyond the reasonable efforts will be billed at the prevailing standard Shiji rates on the Client.

5.7 **Return or Deletion of Personal Data:** Shiji is obligated to delete or return all Personal Data processed by Shiji on behalf of the Client upon the termination of the Agreement (except other legal requirements supersede).

5.8 **The CCPA obligations:** The Client maybe considered Business under the CCPA. Businesses carries the primary responsibility for ensure that their processing of Personal Information is compliant with the CCPA. Shiji acts as a Service Provider with respect to the processing of "Personal Information" of Client's data processed solely for the Business Purpose.
Shiji has the following obligations:
   (a) Shiji will only collect, use, retain, or disclose Personal Information for the contracted Business Purposes as set forth in the Agreement.
   (b) Shiji will not retain, use or disclose Personal Information outside of the direct business relationship between Client and Shiji, except as authorized in the Agreement or under the CCPA.
   (c) Shiji will not collect, use, retain, disclose, sell, or otherwise make Personal Information available or process Personal Information for Shiji's own commercial purposes.
   (d) Shiji will not engage in any activity that may be considered a Sale of Personal Information pursuant to the CCPA.

Capitalized terms as follows ("Business", "Business Purposes", "Service Provider", "Personal Information") shall have the meaning given under the CCPA.

6. **DATA SUBJECT RIGHTS**

6.1 **Data Subject Requests**: Shiji supports Client with Client's obligation in relation to Data Subjects Request (pursuant to chapter III GDPR or similar requirements under other applicable Data Protection laws). To the extent possible such assistance is to be provided via the User-Interface functionalities of the Shiji Services. When necessary, Shiji will also provide the Client with the necessary information regarding Personal Data Processing.

6.2 If we receive a respective request and if this request indicates that the requester

has mistaken us for the Client, Shiji must inform the requester about the mistake and without undue delay transmit the request to the Client. Any support beyond the reasonable efforts will be billed at the prevailing standard Shiji rates on the Client.

6.3 Shiji will not be liable in the event of any claim brought by any third party, without limitation, a Data Subject, arising from any act or omission of Shiji to the extent that such is a result of Client's instruction.

7. AUDIT RIGHTS

7.1 Upon Client's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Processor shall make available to Client information as deemed reasonable and necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits.

7.2 If an audit identifies that Shiji is failing to comply with any of its obligations under this DPA, without prejudice to other rights of Client, Shiji shall take the necessary steps to comply with its obligations at no additional cost to Client.

7.3 The parties agree that a third party report or certification provided by Shiji may satisfy the above audit requirements.

8. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION

8.1 Processor has in place security incident management policies and procedures. In the event that Processor becomes aware of the Personal Data Breach which may affect Client, Shiji shall notify Client without undue delay after becoming aware of the said Personal Data Breach.

8.2 Processor shall make reasonable efforts to identify the cause of such Personal Data Breach and take steps as Processor, in consultation with the Client, as deemed necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's users. In such events and where applicable by the Data Protection laws, the notification to the relevant Supervisory Authority and/or Data Subjects will be at sole discretion of the Client.

9. ACCESS TO SHIJI API BY THIRD PARTY

9.1 Subject to Art. 32 GDPR, the relevant process and requirements related to the Third Party access, including Client's sole access to Shiji Application Programming Interface ("API") is applicable to Third Party and the Client accordingly.

9.2 Should the Client engage the Third Party, in parallel to the engagement of Shiji, and that Third Party would have access to Shiji API, the Client agrees, to indemnify and hold Shiji harmless against all reasonable losses, damages, liabilities, costs and expenses arising directly out of any Security Incident and/or Personal Data Breach incurred directly as a result of the Third Party

access to Shiji API. The above stated indemnity will only apply and Client will only be obligated to indemnify Shiji in any case where such Security Incident and/or Personal Data Breach causes any or all of the following events: (i) a claim(s) is brought against Shiji by the Data Subjects and/or other Shiji Client(s); (ii) engagement of the Incident Response and Recovery services; or (iii) SLA commitment breach against other Shiji Clients.

9.3   Shiji reserves the right to block the API calls in order to protect data confidentiality, integrity and availability, as well as to block any Security Incident attempts.

9.4   **Personal Data Breach pertaining to Personal Data obtained from Shiji API:** Should the Security Incident and/or Personal Data Breach occur in the course of the engagement of the Third Party pertain to Personal Data obtained from the Shiji API, then the Client agrees to notify Shiji about it without undue delay. The Client agrees to provide the breach report to Shiji without undue delay, however not later than within 24 hours after receiving it from another Processor.

10.   GENERAL AUTHORIZATION FOR SUB-PROCESSORS

10.1   **Appointment of Sub-processors.** Client acknowledges and agrees that (a) Shiji Affiliates may be used as Sub-processors; and (b) Shiji and/or Shiji Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

10.2   **List of current Sub-processors and Notification of new Sub-processors:** Processor shall make available to Client the current list of Sub-processors used by Processor via   [https://www.reviewpro.com/privacy/]. The Sub-processor list as of the date of execution of this DPA, or as of the data of publication (as applicable), is hereby authorized by Client.

10.3   **Notice of new Sub-processors:** At least ten (10) business days before Shiji engages any new Sub-processor to carry out Processing activities on Personal Data on behalf of the Client, Shiji will update the applicable website and provide Client with a mechanism to obtain notice of that update.

10.4   **Objection rights for new Sub-processors:** Client may reasonably object to new Sub-processors for reasons related to the GDPR by notifying Processors promptly in writing within three (3) business days after receipt of Processor notice of new Sub-processors. Failure to object to such new Sub-processor in writing within three (3) business days following Processor's notice shall be deemed as acceptance of the new Sub-Processor.

10.5   **Agreements with Sub-processors:** Processor shall respect the conditions referred in Art. 28(2) and 28(4) of the GDPR when engaging sub-Processor to provide certain services on Shiji' behalf.

11.   SECURITY

11.1   **Controls for the Protection of Personal Data:** Processor shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data.

12.   **TRANSFER MECHANISM FOR PERSONAL DATA TRANSFERS**

a)   **Transfers from EEA to countries that offer adequate level of data protection**: Personal Data may be transferred from the EU Member States and the EEA member countries (collectively, the "**EEA**") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.

b)   **Transfers from the EEA to other countries**: The Standard Contractual Clauses ("**SCC**") may apply when Personal Data is transferred outside the EEA, either directly or via onward transfer. If the Processing of Personal Data includes transfers from the EEA to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the parties shall comply with Article 46 of the GDPR, including, if necessary, executing the SCC. Therefore, Client and Shiji relevant legal entity may have to enter into the SCC for transfers from the EEA to Shiji Affiliates in non-EU/EEA countries.

c)   **International Transfers of Personal Data:** International Transfers of Personal Data means transfers outside of the territory from which it was originally disclosed to Shiji (that is not the EEA territory – for transfers from the EEA see sections above). Such transfer of Personal Data may be required in connection with the provisions of Services. Client acknowledges and consents to such transfer (International Transfer of Personal Data) for the purposes set out in the Appendix attached to this DPA. When required by any Data Protection Law, where the Processing of Personal data includes transfers outside the territory from which it was originally disclosed to Shiji (that is not a EEA territory), the Client declares to obtain consent or explicit consent (as applicable) from the Data Subjects for the mentioned transfer of Personal Data, except when another legal basis applies.

13.   **TERMINATION**
This DPA shall automatically terminate upon the termination or expiration of the Agreement.

14.   **DATA PROTECTION OFFICER**
  - o   Shiji appointed a Data Protection Officer who may be reached at dpo@shijigroup.com

o Contact details of the Client's Data Protection Officer or respective contact point for any data protection items: [e-mail]

15. **LIMITATION OF LIABILITY**

Each Party' and all of its Affiliates' liability, taken together in the aggregate and applying in the aggregate for all claims, arising out of or related to this DPA, is subject to section 4.2 (as pertaining to Shiji Information Technology Spain, S.A. – General T&Cs), or section 12.1 (as pertaining to ReviewPro Asia Pacific Pte. Ltd./ Shiji (Singapore) Pte. Ltd. – General T&Cs), or section 10.5 (as pertaining to ReviewPro, Inc / Shiji (US), Inc) of the Agreement as applicable. For the avoidance of doubt, party's total liability arising out of or related to this DPA shall not be understood to apply individually and severally to Client and/or to any Client's Affiliates.

16. **MODIFICATIONS**

The parties acknowledge and agree that the parties may need to review and amend Annex 1, or include the Standard Contractual Clauses if changes are required for the Processor to continue to process the Personal Data in compliance with the Data Protection laws. Therefore, the parties should discuss and agree in good faith any amendments required to Annex 1.

17. **RELATIONSHIP WITH AGREEMENT**

In the event of any conflict between the provisions of this DPA and the provision of the Agreement, the provision of this DPA shall prevail over the conflicting provisions of the Agreement.

18. **SIGNATURE**

The parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. This DPA is entered and becomes a binding part of the Agreement with effect from the first date set out above.

SIGNED FOR AND ON BEHALF OF
Shiji – Processor

Signature: ……………………………………………

Name: ……………………………………………

Position: ……………………………………………

Date: ……………………………………………

SIGNED FOR AND ON BEHALF OF Client – Controller

Signature: ……………………………………………

Name: ……………………………………………

Position: ……………………………………………

Date: ……………………………………………

ANNEX 1 - DETAILS OF THE PROCESSING

This Annex I forms part of Controllers instruction to Processor in connection with Processors Personal Data processing on behalf of the Controller. Any changes (e.g. addition of the AWS Region) under the DPA and this Annex 1 shall be submitted in writing to Shiji.

Shiji Product in-scope

This Annex I applies to, and is fulfilled in connection to the following ReviewPro component:

☐ Online Reputation Management

☐ Guest Satisfaction Survey

☐ Messaging Hub

☐ Guest Experience Automation™

☐ Auto Case Management

Nature and Purpose of Processing

Shiji will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Client in its use of the Services. The Purpose of Processing specifically includes:

1. Setting up profile(s) for Users authorized by Clients.
2. For the provision of the Services (which may include identification, prevention and resolution of security and technical problems) define in the Agreement.
3. For Client to be able to use the Services.
4. For Processor to comply with documented instructions provided by Client where such instructions are consistent with the terms of this DPA and the Agreement.
5. Performing and enforcing the Agreement, this DPA and/or other contracts executed by the parties.
6. Providing support and technical maintenance and to respond to customer support requests.
7. Resolving disputes.
8. Management of the Agreement, this DPA and/or other contracts executed by the parties, including fees payment, account administration, accounting, tax, management, litigation; and
9. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
10. All tasks related with any of the above.

Duration of Processing

Subject to section 4.6 of this DPA, Shiji will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Personal Data

Client may provide and/or submit to the Services the following types of Personal Data, to the extent of which is determined and controlled by Client in its sole discretion:

Basic personal information

☑ Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, e-mail address, company name, position, User ID, date of birth, gender

☐ Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.

☐ None of the above.

Payments and transaction data

☐ Financial details, invoices, information relating to transactions;

☐ Credit card number, CVV code, credit card expiration data, credit card type;

☑ None of the above.

Reservation data

☑ Reservation and booking details, including information relating establishment code, room number, check-in and check-out date, orders records, loyalty number/membership status. The reservation information also includes the Basic personal information.

☐ None of the above.

Special categories of data (if appropriate)

☐ Information about physical or mental health;

☐ Racial or ethnic origin;

☐ Political opinions;

☐ Disabilities (e.g. guest requests wheelchair accessible room);

☐ None of the above.

Categories of Data Subjects

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Client's customers (i.e. guests) and/or clients
- Client's users authorized by Client to use the Services
- Employees, agents, advisors, freelancers of Client (who are natural persons)
- Prospects, Clients, business partners and vendors of Client (who are natural persons)
- Employees or contact persons of Client's prospects, Clients, business partners and vendors
- Any other natural persons authorized by Client to use the Services