BOOKLOGIC

DATA PROCESSING AND PROTECTION AGREEMENT

Article 1. The Parties

This Agreement is made and accepted by authorized hand signature or digital confirmation between;

(1) Booklogic Bilgi Tek. ve Tur. Ltd. Şti. is a company registered at the address of Mehmetçik Cad. No 24 Fulya Mah. Mecidiyeköy, İstanbul, Türkiye (Here in after the "Data Controller" or "Booklogic")

and

(2) The Hotel [full company name of the Hotel is defined on the Channel Manager System] (The Hotel is the legal entity or real person which uses the Channel Manager Reservation System by user names and password registered on behalf of the Hotel) (Here in after "the Processor")

Article 2. Definitions

Data: any data or information, in whatever form, including images, and sound recordings, including personal data.

Data Controller: has the meaning set out in the Regulation.

Data Subject: an individual who is the subject of personal data.

Processing and Process: have the meaning set out in the Regulation

Regulation: EU General Data Protection Regulation no: 2016/679; and also Turkish law relevant to Data Protection, especially act no: 6698

Article 3. Subject Matter of the Agreement

The parties acknowledge that where it is the Data Controller, Booklogic, has been under obligation to ensure that personal and sensitive data is processed only in order to give service to the customer/traveller in accordance with the provisions of the Regulation and the Processor has also been under obligation to obey to the rules of the Regulation.

Article 4. Restricted Process of the Data

4.1.   The Processor shall process the Data only to the extent, and in such a manner, as is necessary for the purposes of giving reservation and tourism services in the context of the stay of the Data Subject. The Processor will keep a record of any processing of personal data.

4.2.   The Processor shall not transfer, disseminate or divulge the Data to any person or entity, other than with the prior written consent of the Data Controller as part of the data process.

4.3.   The Processor shall not reproduce or process the Data which is the subject of this Agreement for its own or any other purposes.

4.4.   The Processor shall destroy the Data by secure means consistent with the timeframe of the Regulation after the completion of the purpose of the process.

4.5.   In the event of a security breach concerning the Data, the Processor shall promptly inform the Data Controller and the Data Subject at its own expense.

Article 5. Data Security

5.1.   The Processor warrants that it shall process the Data in accordance with the general and any specific security measures provided in the Regulation. The Processor warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful access and processing of personal data.

5.2.   The Processor shall notify the Data Controller immediately if it becomes aware of any unauthorised access or unlawful processing of the Data; and take a necessary measures to stop the unauthorised access and/or to minimise the damage to be incurred from that access.

5.3. The Processor shall ensure that access to the Data is limited to: (a) those employees who need access to the Data to meet the Processor's obligations under this Agreement; and (b) in the case of any access by any employee, such part or parts of the Data as is strictly necessary for performance of that employee's duties. The Processor shall ensure that all employees: (a) are informed of the confidential nature of the Data and the Processor shall take all necessary steps to ensure that all employees keep the Data confidential; (b) have undertaken training in the laws relating to handling personal data; and (c) are aware both of the Processor's duties and their personal duties and obligations under such laws and this Agreement. The Processor shall take reasonable steps to ensure the reliability of any of the Processor's employees who have access to the Data.

Article 6. Rights of the Data Subject

6.1   If the Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party's compliance with the Regulation, it shall immediately notify the Data Controller and it shall without charge provide the Data Controller with full co-operation and in relation to any such complaint, notice or communication.

6.2. The Processor shall notify the Data Controller within 2 working days if it receives a request from a Data Subject for access to that person's Data.

Article 7. Rights for Supervision

7.1.   The Data Controller is entitled to inspect or to appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Data by the Processor and the Processor hereby agrees that it shall grant access to the Data Controller to its premises for this purpose.

Article 8. Legal Responsibility

8.1.	The Processor shall promptly comply with the Regulation and any written request from the Data Controller.

8.2.	The Processor agrees to indemnify and keep indemnified and defend at its own expense the Data Controller against all costs, claims, damages or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Processor or its employees or agents to comply with any of its obligations under this Agreement.

Article 9. Term

This agreement shall commence on the signature date and shall remain in force during the period The Hotel uses services of the Data Controller.

Article 10. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Article 11. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

Article 12. Governing Law and Jurisdiction

42.1	This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Turkey. Istanbul Courts are the authorised place for jurisdiction.

DATE:

HOTEL

(duly authorised signatory)

BOOKLOGİC

(duly authorised signatory)