

GROUP BOOKING AGREEMENT

28 January 2025

Department of Foreign Affairs Double Dragon Tower Meredian Park corner Macapagal Avenue EDSA ext., Pasay City	Shangri-La The Fort, Manila 30 th Street corner 5 th Avenue, Bonifacio Global City Taguig City
Ana Marie L. Hernando Acting Head of Office Office of ASEAN Affairs Email: aseandiv1@dfa.gov.ph	Anna Rose Manalo Director of Sales Tel. No.: +63 2 8820 0888 E-mail: annarose.manalo@shangri-la.com

RE: DFA – High Level Task Force on ASEAN Community’s Post-2025 Vision on 03-05 February 2025

This Agreement together with the Appendices appended herein (collectively, the “**Agreement**”) is entered into between **Department of Foreign Affairs** (the “**Organiser**”) and **Shangri-La The Fort, Manila** (the “**Hotel**”) at Shangri-La The Fort, Manila located at 30th Street corner 5th Avenue, BGC (the “**Property**”) for the **High Level Task Force on ASEAN Community’s Post-2025 Vision on 03-05 February 2025** (the “**Event**”).

1. Guest Room Block:

Organiser shall reserve and Hotel shall make available for Organiser a block of guestrooms (“Room Block”) for the purposes of Event as outlined below:

Room Category	02 Feb Sun	3 Feb Mon	04 Feb Tue	05 Feb Wed	06 Feb Thu
Deluxe Room – Single	7	7	7	7	Checkout
Deluxe Room – Twin	5	5	5	5	Checkout
Total No. of Rooms per Night	12	12	12	12	Checkout

TOTAL ROOM NIGHT COMMITMENT: 48 room nights

2. Daily Room Rates for Guest Rooms (“Daily Room Rate”):

Room Category	Single Occupancy	Double Occupancy	Triple Occupancy
Deluxe Room	PHP 10,500.00++ (PHP 12,857.25 nett)	PHP 12,500.00++ (PHP 15,306.25 nett)	PHP 15,000.00++ (PHP 18,367.50 nett)

- Rates are per room per night, and quoted in PHP
- Subject to 12% VAT, 10% Service Charge and 0.45% Local Government Tax per room per night unless quoted as nett.
- Full buffet breakfast is included in the above room rate at High Street Café
- Inclusive of complimentary local call access and in-room wired Internet & Wi-Fi access
- Use of Kerry Sports Club, one of the largest hotel sports club in Asia.
- Room rates applicable to three (3) days pre and post stay, subject to room availability

Ana Marie Hernando

[Signature]

NOTES:

- Bed type preference can be noted as a request and is subject to space availability.
- The hotel is strictly non-smoking in accordance with the nationwide implementation of Executive Order No. 26, Smoke Free Environments in Public and Enclosed Places. Violators shall be charged a minimum cleaning fee of PHP10,000net. The designated smoking area is located at the 2nd level outside the main hotel lobby.

Check-In/Check-Out Times: Check-in time is 14:00 hours on the day of arrival. Check-out time is 12:00 hours on the day of departure. Delegates who wish to occupy their Guest Room before 14:00 hours must reserve the Guest Room for a night prior to the arrival date. Delegates who check out after the normal check-out time, i.e. 12:00 hours shall be charged 50% of the applicable group rate per room. A full night's rate per room will be charged for check-out required after 16:00 hours. Late check-out can be pre-arranged and is subject to availability.

Reservation Procedures:

The Organizer shall provide the Hotel with a **Final Room List** by no less than 7 days before the Event (i.e. on or before **25 January 2025**). Any additional Guest Room reservations required by the Organiser after the date of submission of the Final Room List will be subject to Guest Room availability.

Rooming List must carry the following important information:

- Name of the delegate
- Country of residence
- Passport number
- Room category
- Single or double occupancy
- Arrival / departure flight details
- Delegate's e-mail contact

3. Cut-Off Date:

All guest accommodations outlined in the Room Block that are not reserved on or before **25 January 2025** (“**cut-off date**”) will be automatically cancelled without further notice. After the cut-off date, any guest wishing to reserve accommodation will be subject to room availability at the prevailing Best Available Rate. For the avoidance of doubt, any failure of the guest to reserve rooms in the Room Block on or before the cut-off date will not adjust nor reduce Organiser’s total guest room night commitment nor affect the operation of the “Attrition” or “Cancellation” provisions below.

Ann Marie Fernandez

[Signature]

4. Function Space Allocated for Event:

Organiser shall reserve, and Hotel shall make available the following Function Space for the purposes of Event:

Date/ Day	Time	Function	Room	Minimum Food & Beverage Consumable	Room Rental	Setup	Attendees
02 Feb / Sun	24 hours	Secretariat Room	Capiz	-	PHP 20,000 nett	Boardroom	10
	5:00 PM - onwards	Early Ingress	Bonifacio Hall A&B	-	PHP 100,000 nett	Hollow Rectangle	-
03 Feb / Mon	24 hours	Secretariat Room	Capiz	-	PHP 20,000 nett	Boardroom	10
	8:00 AM – 6:00 PM	Meeting	Bonifacio Hall A&B	PHP 500,000 nett	-	Hollow Rectangle	90
04 Feb / Tue	24 hours	Secretariat Room	Capiz	-	PHP 20,000 nett	Boardroom	10
	8:00 AM – 6:00 PM	Meeting	Bonifacio Hall A&B	PHP 500,000 nett	-	Hollow Rectangle	90
	6:00 PM – 11:00 PM	Dinner	Raging Bull Chophouse	PHP 850,000 nett	-	Existing	90
05 Feb / Wed	24 hours	Secretariat Room	Capiz	-	PHP 20,000 nett	Boardroom	10
	8:00 AM – 6:00 PM	Meeting	Bonifacio Hall A&B	PHP 500,000 nett	-	Hollow Rectangle	90

Use of Function Space: To protect the safety and security of all Hotel guests and property, Organiser will obtain Hotel's advance written approval before bringing in and/or using items in Event and Function Space that could create noise, noxious odours or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Organiser will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

5. Meeting Package:

Meeting Package	Lunch in Function Room	Lunch at High Street Café	Lunch at Samba	Lunch at Canton Road
Wholeday Meeting Package	PHP 4,300.00 nett per person	PHP 4,500.00 nett per person	PHP 5,000.00 nett per person	PHP 5,000.00 nett per person

Inclusions:

- Unlimited freshly brewed coffee and selection of tea & juices during the meeting
- Morning and afternoon coffee breaks
- Lunch in the function room or restaurants
- Bottled water as part of meeting table set-up
- One round of standard non-alcoholic beverage during lunch
- Meeting stationeries, pencils and mints for the participants
- Use of flipchart with papers and markers
- In-house audio-visual equipment
 - One (1) LCD projector
 - One (1) Motorized or portable screen
 - One (1) Rostrum with wired microphone
- Public address system
- All day shared wireless internet access in all meeting rooms and public areas

- Digital signage on each meeting room
- Stage platforms

6. **Other Charges:**

- AV Package – PHP 700,000 nett for 3 days
 - Sound system
 - (16) conference microphones
 - (3) wireless microphones
 - (15) 55-65 inch TV screens
 - (1) large LED screen
- Dedicated Internet (50 mbps) – PHP 90,000 nett for 3 days
- Floral arrangements and stage decorations – PHP 60,000 nett for 3 days
- Van rental
 - PHP 3,400 nett per hour per vehicle OR
 - PHP 81,600 nett for 24 hours per vehicle
- Packed Meals for Entertainers – PHP 650 nett per person
- Secretariat Meals – PHP 2,000 nett per person

7. **Assignment of Function Space:**

The Function Space is designated for Event according to the expected number of delegates attending and facilities required for Event. Hotel reserves the right to reallocate alternative function/meeting space as it deems suitable for Organiser's and Event's requirements should there be any change in the expected attendance.

8. **Pre-Function Area:**

As the common area outside the Function Space(s) ("Pre-Function Space") is open plan, no Organiser has exclusive right to access the total Pre-Function Space and each Organiser is limited to the Pre-Function Space immediately adjacent to their assigned Function Space. At all times, flow spaces must be left clear for ease of movement of all Organisers.

9. **Commencement and Vacating of Rooms:**

Hotel reserves the right to book other events in the same Function Space up to one hour before the scheduled Event commencement time and one hour after the scheduled Event finishing time. If Event exceeds the agreed times, Hotel reserves the right to impose a labour surcharge for each hour and part thereof that the Function Space is occupied, as well as an adjusted Function Space charge to reflect the additional time utilised. Additionally, Hotel reserves the right to book another function in adjoining rooms at any time.

10. **Minimum Spend:**

The minimum spend anticipated by Hotel under this Agreement is:

Guestrooms (Single): Php 12,857.25 nett x 7 rooms x 4 nights	PHP	360,003.00 nett
Guestrooms (Twin): Php 15,306.25 nett x 5 rooms x 4 nights	PHP	306,125.00 nett
Secretariat Room: PHP 20,000 nett x 4 days	PHP	80,000.00 nett
Early Ingress Fee (Meeting Venue)	PHP	100,000.00 nett
Meeting: PHP 500,000 nett x 3 days	PHP	1,500,000.00 nett
Welcome Dinner	PHP	850,000.00 nett
Audio Visual Package	PHP	700,000.00 nett
Decorations (Table Arrangement & Stage)	PHP	60,000.00 nett
Dedicated Internet	PHP	90,000.00 nett
Entertainer Meals: PHP 650 nett x 10 persons	PHP	6,500.00 nett
Secretariat Meals: PHP 2,000 nett x 10 persons	PHP	20,000.00 nett
Van Rental: PHP 81,600 nett x 2 vans x 2 days	PHP	326,400.00 nett
TOTAL	PHP	4,399,028.00 nett

Except where required by any applicable law, the minimum spend will include taxes and other charges. If Organiser does not fulfil all of its commitments or cancels this Agreement, Organiser agrees that Hotel will suffer damages that will be difficult to determine or quantify. As such, the Organiser agrees to pay the "Cancellation Amounts" as set out below.

Ana Marie Ferrer

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11. Cancellation of Event:

In the event that Organiser cancels this Agreement, Organiser will provide written notice to Hotel (“**Cancellation Notice**”) and pays Hotel (except in the case of a Force Majeure) the amounts (inclusive of taxes and service charges) indicated below:

Upon signing of agreement	100% of Total Minimum Spend
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Hotel has kept available for Organiser the Guest Rooms & Function Space required for the purposes of Event. All amounts owed by Organiser to Hotel pursuant to this clause are payable within thirty (30) working days after an invoice has been issued.

Organiser acknowledges and agrees that the “Cancellation Amounts” as set out under clause 11 is a reasonable and genuine pre-estimate of losses that would be incurred by Hotel and do not constitute a penalty of any kind. Should Organiser fail to pay the “Cancellation Amounts” within the stipulated timeframes as set out above, without prejudice to any other rights of the Hotel under the Agreement, Hotel may deduct such sum from any monies due or to become due to Organiser under this Agreement or recover as a debt due to Hotel.

12. Deposit / Payment Procedure:

Upon signing this Agreement, Organiser shall make the following non-refundable, non-transferable payment with Hotel pursuant to the below schedule, in the form of a bank transfer to the following bank account.

Account Payee:	Shang Global City Properties, Inc.	Bank Name:	Metrobank
A/C No. for PHP payments:	519-7-51901751-9	A/C No. for USD payments:	519-2-51920271-3
Address:	Ground Flr., Marajo Tower, 4 th Ave corner 26 th Street, Bonifacio Global City, Taguig City	Swift Code:	MBTCPHMM

Payment will be made as indicated below:

Guest Rooms : <i>(including applicable taxes and automatic or mandatory charges)</i>	<input checked="" type="checkbox"/> Organiser	<input type="checkbox"/> Guest
Room Incidental charges:	<input type="checkbox"/> Organiser	<input checked="" type="checkbox"/> Guest
Event Food & Beverage plus Event Incidental Charges <i>(including applicable taxes, service charges, and administrative charges):</i>	<input checked="" type="checkbox"/> Organiser	<input type="checkbox"/> Guest

Individual Delegate’s Account: Unless otherwise advised by Hotel, incidental charges incurred by individual guests will be billed to the account of each guest which will be established in their individual names upon registration with Hotel. All incidental charges must be settled in full by each guest upon check-out or departure.

Payment Due	Payment Amount
30 working days upon receipt of Statement of Account	Full payment of the total incurred Rooms, Food and Beverage, Audio Visual and all other event related expenses inclusive of taxes and service charges. Organiser to provide copy of CAF and LOA by 15 January 2025..

Save as otherwise provided in this Agreement, all Event charges are payable upon receipt of a proforma invoice from Hotel unless a Credit Account with sufficient credit limit is pre-approved by and set up with Hotel. Organiser will advise Hotel of its expected method of payment of the Master Account upon confirming the booking. If Organiser pays using a credit card that is acceptable by Hotel, a valid credit card must be provided to Hotel as well upon confirming the booking which will be used for any pre-payments and all additional Master Account charges will be charged to such credit card at the end of Event.

Ana Maria Hernandez

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Organiser agrees that Hotel shall, notwithstanding anything in the Agreement, be entitled to deduct from or set off against any monies due from Hotel to Organiser, any sum or sums which Organiser is liable to pay or allow to Hotel under the Agreement, or any other contract Organiser has with Hotel or otherwise according to law.

14. General Terms and Conditions:

The parties agree to comply with the provisions set forth in Appendix 1 (**General Terms and Conditions**).

15. Data Protection Compliance:

The parties agree to comply with the provisions set forth in Appendix 2 (**Data Protection Compliance**) regarding Personal Data (as defined therein).

The parties shall strictly adhere to the provisions of Republic Act 10173 or the Data Privacy Act of 2012. Any information or document obtained in connection with the execution or implementation of this Agreement shall not be disclosed by either party to any person or entity without the written consent of the other party.

Please indicate your acceptance by initialling all pages and signing on the execution page of both original sets of this Agreement and return one set to Hotel. The duly executed Agreement must be received by Hotel on or before **30 January 2025** failing which the offer shall lapse and all guest rooms will be released without further notice.

DEPARTMENT OF FOREIGN AFFAIRS
Organiser

SHANGRI-LA THE FORT, MANILA
Hotel



Ana Marie L. Hernando
Acting Head of Office
Office of ASEAN Affairs

Date:



Anna Rose Manalo
Director of Sales

Date:

APPENDIX 1 - GENERAL TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS

1. Amendments

Any modification, alteration, change, revision or amendment to this Agreement shall only be effective if it has been agreed to and signed by both parties in writing.

2. Ancillary Services

Hotel must be notified at least fourteen (14) working days prior to the actual Event of any third-party vendors that have been contracted by Organiser to provide ancillary services (e.g. AV, florists). Hotel reserves the right to refuse or prohibit the use of such vendors if in Hotel's sole and absolute discretion the same shall cause disturbance to other functions within Hotel or to other Hotel guests during set up, rehearsal or on the day of Event.

3. Code of Conduct

The Organiser undertakes to comply with the Supplier Code of Conduct as set out in the link: <http://www.shangri-la.com/corporate/about-us/supplier-code-of-conduct/> ("Code of Conduct") and without prejudice to the foregoing to abide by all other internationally accepted laws, rules, regulations, standards and guidelines concerning environmental protection, prevention of pollution, prohibition against child labour and unethical exploitation of workers and fair trade in connection with this Agreement, and other related business activities. Hotel reserves the right at any time upon giving no less than 3 days' notice to conduct audits into/reviews of the Organiser's business operations (such audit to include review of the Organiser's accounts and records relating solely to this Agreement) by a third party authorized by Hotel to ensure the Organiser is in compliance with its obligations in the Code of Conduct, and in particular, under this clause. The audit cost shall be mutually shared between Hotel and the Organiser provided that if the Organiser is found to be in breach of the Code of Conduct, all costs of any repeat or follow up audit to check that the breach has been remedied shall be borne by the Organiser. The Organiser shall rectify any non-compliance identified in an audit within thirty (30) days from the date of notification for reassessment. For the avoidance of doubt, such audits or reviews do not constitute legal reviews and notwithstanding such audits or reviews, it shall at all times be the Organiser's responsibility to ensure that it is legally compliant with all applicable laws, rules, regulations and standards.

4. Confidentiality

Organiser shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the rates or any other information relating to Hotel, whether in written, oral or any other form supplied by Hotel to Organiser, whether disclosed or acquired before or after the date of this Agreement, which are confidential.

5. Food & Beverage

No food or beverage of any kind will be permitted to be brought into the Property by Organiser nor its delegates, guests and/or visitors without Hotel's prior written permission.

6. Force Majeure

If acts of God or government authorities, natural disaster, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability, save for antecedent breaches.

7. Government Law and Disputes

This Agreement shall be governed by, and construed in accordance with the laws of the country where the Property is located. In the event of any dispute between Organiser and Hotel arising out of or in connection with this Agreement, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either Party may submit such dispute to non-binding mediation in the country where the Property is located, if available. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time or if mediation is not available in the country where the Property is located, then the parties shall be free to pursue any right or remedy available to them under the applicable law of the country where the Property is located."

8. Insurance

Organiser must, if required by Hotel, maintain public liability insurance noting the interests of Hotel (or such other amount or procedure as agreed by Hotel and specified in the Agreement). If, in the opinion of Hotel, the Event, Organiser's proposed use of the Function Space or any activity or matter in connection with Event poses any particular, special, unusual or increased risk, Hotel may require Organiser to take out and maintain additional insurances appropriate to the risks.

9. Laws and Policies

Unless written consent is given to Organiser to the contrary, Organiser must strictly observe and comply with all applicable laws, rules, policies and directions of Hotel (as notified to Organiser before and during Event).

10. Liability

Notwithstanding anything to the contrary in the Agreement, the total cumulative and aggregated liability of Hotel to Organiser shall not in any case exceed one hundred percent (100%) of the amount actually paid by Organiser to Hotel under this Agreement. Notwithstanding anything provided herein, Hotel shall in no event be liable to Organiser for loss of contracts, loss of profits, loss of goodwill, loss of opportunity, loss of reputation or economic or financial losses or anticipated savings, any loss or damage howsoever arising which may be suffered by Organiser, its ultimate parent company and/or any of their subsidiaries, affiliates and/or associated companies under or in connection with the Agreement or any indirect, special or consequential loss or damage which may be suffered by Organiser or any third party under or in connection with the Agreement

11. Master Account

A Master Account will be established by Hotel for Organiser for billing purposes for Event. At least ten (10) business days prior to the start of Event, Organiser shall notify Hotel in writing of:

- a) The list of charges that are to be billed to the Master Account
- b) Authorised signatory/signatories to sign and approve Event Function and other charges that are to be billed to the Master Account.

12. Miscellaneous

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

This Agreement represents the entire agreement between Organiser and Hotel concerning the subject matter and supersedes all prior negotiations, representations and agreements, either written or oral, in connection with Event.

13. Non-Assignment

Organiser shall not assign or transfer any part of this Agreement to any party.

14. No Waiver

The failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not be construed as a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition.

15. Property

Subject to the terms of this Agreement, Hotel grants to Organiser a licence to use and occupy the Function Space as described in the Agreement. The possession of the Function Space remains with Hotel and no tenancy is created. Organiser acknowledges that it has made its own inquiries as to the suitability of the Function Space for Event and has not relied on any representation, assurance or statement by Hotel regarding such suitability. Hotel excludes any liability of any kind for the suitability of the Function Space for Event.

16. Responsibility and Indemnification

Organiser uses and occupies the Function Space at its sole risk (subject to law and Hotel's obligations) and assumes full responsibility for the conduct of Organiser and all persons attending Event. Organiser shall ensure that Organiser and persons attending or associated with Event comply with this Agreement, all applicable laws and all lawful directions given by Hotel including compliance with non-smoking requirements, matters concerning health, safety, security and fire. Organiser must ensure that other Hotel guests or visitors are not disturbed. Organiser shall ensure that Event is conducted in an orderly and safe manner. Organiser must cease Event where it appears that, if Event continues, there will be a risk to the health, safety or security of any person or risk of damage to any property in the Property. Organiser must immediately, or as soon as practicable, notify Hotel of any accident, injury or damage occurring in connection with Event.

Organiser shall waive against, indemnify, defend and hold Hotel, Shangri-La Asia Limited and all their affiliates, subsidiaries and associated companies and their respective employees, officers, contractors and agents collectively the ("Indemnified Parties") harmless from and against any and all losses, claims, demands, actions, penalties, suits, fees, liabilities or damages whatsoever and however arising out of (including liability or damage caused by any negligent act or omission) or in connection with Event, in whole or in part, including, without limitation, in connection with any third-party service providers, materials and advertising by Organiser, any injury or damage to any persons or property on or about the Property, and/or any default of or breach by Organiser under this Agreement.

17. Security

Organiser shall at its own cost and expense arrange its own security to ensure the safety of any valuables kept or used at Hotel Property during Event. The safekeeping of any items on display/exhibition shall, at all times prior to, during and after Event, be the responsibility of Organiser. Should armed security guards be required, Organiser shall obtain all appropriate licences and permits from the local authorities at its own cost and Hotel must be given no less than fourteen (14) days written notice of such arrangement prior to the date of Event in order to provide any necessary coordination and/or assistance.

18. Severability

If any provision of Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the agreement which will remain in full force and effect.

19. Termination

Without limiting any other rights Hotel has at law, Hotel may terminate the Agreement (and/or all or any of the booking) immediately upon written notice if: (a) Organiser fails to comply strictly with the Agreement (including, without limitation, the payment obligations as set out under this Agreement); (b) Organiser becomes the subject of bankruptcy, liquidation or winding up procedures or otherwise becomes or threatens to become insolvent; (c) there is a serious likelihood that damage may be caused to the Function Space if Event is held or where Hotel considers that an emergency exists; (d) Hotel's name or reputation in its sole opinion is brought into disrepute by any act or omission of Organiser; or (e) Organiser is involved in any illegal conduct or activity.

20. Trademark

Organiser shall not, without Hotel's prior written consent, use, display, publish, refer to or infringe any of Hotel's intellectual property, including without limitations its name, trademark, logo images and content (collectively the "**Marks**"). Organiser recognises that all right, title and interest in and to the Marks belong to Hotel and/or its affiliated companies and/or operations. Organiser must not, in connection with Event, be party to any act or thing or say or cause to be said anything that is prejudicial to the goodwill, commercial reputation or overall public image of Shangri- La.

Ana Maria Hernandez

APPENDIX 2A – DATA PROCESSING APPENDIX

1. DEFINITIONS

- 1.1 Terms such as "process/processing", "data subject", "data processor", "data controller", "personal data", "data breach", "data protection impact assessment", etc., shall have the same meaning ascribed to them in the Data Protection Laws;
- 1.2 "Agreement" means the agreement between the Hotel and Organiser;
- 1.3 "Authorized Subprocessors" means (a) those Subprocessors set out in Annex 2 (*Authorised Subprocessors*); and (b) any additional Subprocessors consented to in writing by the Controller in accordance with section 4.1;
- 1.4 "Controller" means Organiser.
- 1.5 "Data Protection Laws" means data protection and privacy laws and regulations in any relevant jurisdiction from time to time that are applicable to Processor's Processing of Personal Data in the performance of the Agreement, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") together with all laws implementing or supplementing the GDPR;
- 1.6 "EEA" means the European Economic Area;
- 1.7 "Personal Data" means the data described in Annex 1 (*Details of Processing of Personal Data*) and any other personal data processed by Processor or any Subprocessor on behalf of Controller pursuant to or in connection with the Agreement;
- 1.8 "Processor" means Hotel.
- 1.9 "Services" means the services described in the Agreement;
- 1.10 "Subprocessor" means any data processor (including any third party and any affiliated company) appointed by Processor to process Personal Data on behalf of Controller;
- 1.11 "Supervisory Authority" means (a) an independent public authority which is established by a Member State in the European Union pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.
- 1.12 Terms used in this Appendix shall have the same meaning as those used in the Agreement, unless explicitly provided otherwise.

2. PROCESSING OF PERSONAL DATA

- 2.1 Controller authorizes and instructs Processor to:
- 2.1.1 process the Personal Data for all legitimate and relevant purposes in connection with the Services of Processor;
- 2.1.2 process the Personal Data insofar as necessary to comply with a legal obligation of Controller or Processor, including the disclosure of Personal Data to Supervisory Authorities; and
- 2.1.3 transfer the Personal Data as necessary or relevant to any Subprocessor, in particular, transfer the Personal Data to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement.
- 2.2 Processor will not further process the Personal Data in a way that is incompatible with the purposes as set out in Annex 1 (*Details of Processing of Personal Data*) or in violation of any Data Protection Laws.

3. PROCESSOR PERSONNEL AND SECURITY

- 3.1 Processor shall keep the Personal Data confidential and will instruct its employees and Subprocessors who may have access to the Personal Data to the same.
- 3.2 Without prejudice to any other security standards agreed upon by the parties, Processor shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk and shall take all measures required pursuant to Article 32 GDPR. In assessing the appropriate level of security, Processor shall take account of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

4. SUBPROCESSING

- 4.1 Controller hereby authorises Processor to subcontract the processing of the Personal Data to Subprocessors. The Subprocessors are set out in Annex 2 (*Authorised Subprocessors*), which will be updated from time to time. Subprocessors are in each case subject to the terms between Processor and Subprocessor which are no less protective than those set out in this Appendix. Processor will inform Controller in advance of any intended changes concerning the addition or replacement of Subprocessors and thereby give Controller the opportunity to object to such changes. If Controller does not object in writing within five (5) days of receipt of the notice, Controller is deemed to have accepted the new Subprocessor. If Controller does object in writing within five (5) days of receipt of the notice, Processor and Controller will discuss possible resolutions.

5. DATA SUBJECT RIGHTS

- 5.1 Processor shall notify Controller as soon as possible, if it receives a request from a data subject under any Data Protection Laws in respect of Personal Data, including requests by a data subject to exercise rights in chapter III of GDPR, and shall provide full details of that request.
- 5.2 Processor shall co-operate as requested by Controller to enable Controller to comply with any exercise of rights by a data subject under any Data Protection Laws in respect of Personal Data and comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of Personal Data or this Appendix. Provided in each case that Controller shall reimburse Processor in full for all costs (including for internal resources and any third party costs) reasonably incurred by Processor performing its obligation under this section 5.2.

6. INCIDENT MANAGEMENT

- 6.1 Processor shall notify Controller immediately without undue delay, providing Controller with sufficient information which allows Controller to meet any obligations to report a data breach under the Data Protection Laws. Such notification shall as a minimum:
- 6.1.1 describe the nature of the data breach, the categories and numbers of data subjects concerned, and the categories and numbers of Personal Data records concerned;
 - 6.1.2 communicate the name and contact details of Processor's data protection officer or other relevant contact from whom more information may be obtained;
 - 6.1.3 describe the likely consequences of the data breach; and
 - 6.1.4 describe the measures taken or proposed to be taken to address the data breach.
- 6.2 Processor shall fully co-operate with Controller and take such reasonable steps as are directed by Controller to assist in the investigation, mitigation and remediation of each data breach.
- 6.3 In each case, Controller shall reimburse Processor in full for all costs (including for internal resources and any third party costs) reasonably incurred by Processor in performing the obligations under this section 6.

7. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 7.1 Processor shall provide reasonable assistance to Controller with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations with any Supervisory Authority of Controller which are required under Article 36 GDPR, in each case solely in relation to processing of Personal Data by Processor on behalf of Controller and taking into account the nature of the processing and information available to Processor.

8. DELETION OR RETURN OF CONTROLLER PERSONAL DATA

- 8.1 Processor will, at the choice of Controller, delete or return the Personal Data (i) at the end of the provision of the Services relating to processing; or (ii) upon expiry or termination of the Agreement, whichever is later, to the extent reasonably possible and unless the retention of such Personal Data by Processor is required under applicable laws.

9. AUDIT RIGHTS

- 9.1 On reasonable request and at Controller's expense, Processor will co-operate in the conduct of any audit or inspection, reasonably necessary to demonstrate Processor's compliance with the obligations laid down in this Appendix, provided always that this requirement will not oblige Processor to provide or permit access to information concerning (i) supplier internal pricing information; (ii) information relating to Processor's other customers; (iii) any of Processor's non-public external reports; or (iv) any internal reports prepared by Processor's internal audit. The audit will be carried out in close co-operation with Processor's appointed personnel such as Chief Information Security Officer and/or its Data Protection Officer.

Controller shall give Processor reasonable notice of any audit or inspection to be conducted and shall avoid causing any damage, injury or disruption to Processor's equipment, personnel and business in the course of such an audit or inspection. Processor (or Subprocessor) needs not give access to its premises for the purpose of such an audit or inspection:

- (a) to any individual unless he or she produces reasonable evidence of identity and authority;
- (b) outside normal business hours at those premises, unless the audit or inspect needs to be conducted on an emergency basis and Controller has given notice to Processor that this is the case before attendance outside those hours begins; or
- (c) for the purposes of more than one audit or inspection in any twelve (12) month period, except for any additional audits or inspections which Controller is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws.

10. INTERNATIONAL TRANSFERS OF CONTROLLER PERSONAL DATA

- 10.1 If and insofar as Personal Data are passed on by Processor to one or more Subprocessors in a country outside the EEA where there is no adequate level of data protection, Processor shall provide appropriate additional safeguards, pursuant to Article 46 GDPR, such as Standard Contractual Clauses, to protect the Personal Data.
- 10.2 When requested by Processor, Controller agrees to enter into an agreement including Standard Contractual Clauses and/or such variation as Data Protection Laws might require with Processor or a Subprocessor approved by Controller and set out in Annex II, in respect of any processing of Personal Data in a country outside of the EEA without an adequate level of protection.

11. MISCELLANEOUS

- 11.1 Controller warrants that all Personal Data processed by Processor has been and shall be collected and processed by Controller in accordance with Data Protection Laws including without limitation: (a) ensuring that all notifications to and approvals from regulators which are required by Data Protection Laws are made and maintained by Controller; and (b) ensuring that all Personal Data is collected and processed fairly and lawfully, is accurate and up to date and that a fair notice is provided to data subjects which describes the processing to be undertaken by Processor pursuant to the Services agreed upon in this Appendix.
- 11.2 Controller shall indemnify and hold Processor and its officers and employees harmless against all claims, actions, third party or Supervisory Authority claims, losses, damages and expenses arising from any breach of this Appendix by Controller.
- 11.3 The exclusions and limitations of the liability of Processor set out in the Agreement shall also apply to this Appendix.
- 11.4 With regard to the subject matter of this Appendix, in the event of inconsistencies between the provisions of this Appendix and any other agreements between the parties, including but not limited to the Agreement, the provisions of this Appendix shall prevail with regard to the parties' data protection obligations for Personal Data. In the event of any conflict or inconsistency between this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 11.5 Should any provision of this Appendix be invalid or unenforceable, then the remainder of this Appendix shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Ann Marie Hernandez

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ANNEX 1

DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

Subject matter and nature of the Processing of Personal Data

- Other (please specify) Guests data to facilitate reservations at the Hotel property.

Duration of the Processing of Personal Data:

The duration of the Processing of Personal Data by the Processor under this Appendix is the term of the Agreement.

Purpose of the Processing of Personal Data:

The purpose of the Processing of Personal Data by the Processor under this Appendix is the performance of the services and obligations as described in the Agreement.

The categories of Data Subject to whom Personal Data relates

Consumer data

The types of Personal Data to be Processed

A. Consumers

Consumer data, more in particular:

- *Contact details* – such as name, postal address and other contact details, such as telephone number and e-mail address.
- *Cookies and similar technologies* – such as cookies and similar technologies to track data subjects.
- *Financial details* - such as bank account details or invoicing details.
- *Purchase information (other than financial information)* – such as which purchases made, amount and date of the purchase, the product or service purchased, location of purchase, payment method, etc.
- *Recording of video or audio footage* – such as voice recording, CCTV.
- *Pictures*
- *Communication data* - such as requests, complaints and any other customer data received when communicating with consumers via email, online or via social media.
- *Leisure activities, interest and events* - such as information regarding events organized or sponsored, including interest in and registration to those events (including the date and place of the event and personal targets), as well as reason for running and other fitness activities, and other preferences.
- *Details regarding contests* - such as data regarding prize competitions.
- *Reviews* - such as opinions, experiences, preferences and interests, and product or event reviews.
- *Communication data* - such as requests, complaints any other data received if communicate via e-mail, online or via social media.
- *Health data* – such as data relating to weight, height, heartrate, calories burned, steps taken, nutritional information, (food) allergies.
- *Location data*



SHANGRI-LA
THE FORT
MANILA

ANNEX 2

AUTHORISED SUBPROCESSORS

Not applicable.

Don Marie Ferrer

[Signature]