



ACCOMMODATION AGREEMENT

This Agreement is between:

- A. IKOS ODISIA HOTEL ENTERPRISES S.M.S.A.**, with registered address at 8 Chalkis Str, 55535, Pylaia, Thessaloniki, Greece, VAT tax number EL- 999507770

The parties above, collectively, referred to as the **Hotelier**, represented by Mr. Antonis Avdelas

- A. Nuba Expediciones SL** of Calle Serrano 96 pl. baja, 28006 Madrid, tax number B-83850859,
- B. Nuba Expediciones de México DL** of Goldsmith 60-P2, Miguel Hidalgo, 11540 Ciudad de México, tax number 19020257680,
- C. Nuba USA INC** of 25420 Kuykendahl Rd Suite B 200-25, Tombal, Texas 77375, tax number 30-1255073 represented by Alessandra Girardi (the **Tour Operator**).

The Hotelier agrees to provide accommodation and services to the Tour Operator in accordance with this Agreement.

1. Property Description

This Agreement shall relate to accommodation booked and made available in the following premises:

IKOS ODISIA in Corfu;

2. Duration of Agreement

This Agreement shall come into force at the date of signature and shall remain valid for an initial term of one (1) year. Thereafter, it shall automatically renew for successive one (1) year periods unless either Party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the end of each yearly term. The Parties shall negotiate at the end of each calendar year the rates of the Property, which will be signed and formalized as an Appendix to this Agreement.

3. Agreed Rates

The rates applicable under this Agreement are detailed in **Appendix A**. The Hotelier reserves the right to adjust these rates at its sole discretion, including the possibility of setting rates higher or lower than those originally listed. In such cases, the revised rates shall apply **automatically and without the need for prior written amendment or additional agreement**. All other terms



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and conditions not modified (e.g. cancellation fees, no-show policies, deposit payment policy) shall continue to apply.

Should the Tour Operator fail to apply or adhere to the updated rates, the Hotelier reserves the right to **immediately suspend availability and implement a Stop Sale**, without prior notice. Furthermore, any reservations made by the Tour Operator after the expiration of the implementation period indicated in the Hotelier's rate update communication, and which do not reflect the revised rates, may be rejected at the Hotelier's discretion. The Tour Operator is solely responsible for ensuring that rate updates are correctly implemented within the specified timeframe. The Hotelier shall not be liable for any bookings placed under outdated conditions beyond the implementation deadline.

4. Definitions

"Hotelier" shall mean IKOS ODISIA that enters into this Agreement

"Tour Operator" shall mean Nuba Expediciones SL, Nuba Expediciones de México DL and E. Nuba USA INC DL that enters into this Agreement

"Guest" shall mean the individual or individuals that use accommodation

"Hours and dates": shall mean Greek time which is GMT +2 hours

5. Bookings and Payment Terms

All bookings shall be processed **automatically through system connectivity**, via **channel manager or Central Reservation System (CRS)** designated by the Hotelier.

Only in the event that such connectivity is not available or temporarily disrupted, the Tour Operator shall submit booking requests by email to reservations@ikosresorts.com. The Hotelier shall confirm the booking by email to the Tour Operator and shall provide a reservation number. All amounts must be paid in Euros and received in cleared funds. Payment and prepayment terms for all bookings (including early bookings and other bookings) as well as cancellation policies are agreed upon as per Appendix A.

6. Booking Requirements

All bookings must be named in order to be valid and unnamed bookings will not be accepted. Name change leads to immediate cancellation of the booking unless agreed in writing by the Hotelier under the conditions described in §7.



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7. Name Changes

Name changes shall be subject to a cancellation charge. If the name changes are excessive (exceeding 5% of the total reservations of the Tour Operator for the particular arrival) the Hotelier reserves the right to cancel all confirmed bookings, charge a cancellation charge for all released rooms and release all rooms held for the previously confirmed bookings for the remaining of the period covered by this Agreement.

8. Reservations in Option

Reservations may be made in Option and will be held as such for a maximum of 24 hours. If the optional reservation is cancelled by the Tour Operator within a period of 24 hours between making the reservation and the cancellation, no cancellation charge will be applied. Thereafter a cancellation charge shall apply as described in §12.

9. Stop Sales

The Hotelier will advise the Tour Operator by email of any Stop Sales and will provide a notice period of 24 hours in order to confirm outstanding bookings and clear the booking system of the Tour Operator. Stop Sales will not be challenged by the Tour Operator and have to be set in the Tour Operator bookings system immediately after receiving the stop sales notice. The timely and correct handling of stop sales is the sole responsibility of the Tour Operator and any cost arising from faulty or incorrect handling of stop sales will be the liability of the Tour Operator.

The release period agreed is strictly provisional, for booking system reasons only and always subject to a Stop Sales notice. Similarly, any allotment mentioned in the Appendix A to this agreement can be reduced or set to zero at the Hotelier's discretion upon emailing of Stop Sales notice.

10. Free Sales

Free sale agreements are strictly on a "sell and report" basis. Bookings must be reported to the Hotelier by the latest 24 hours after the Tour Operator receives the booking. Free sale agreements carry a technical release period of 24 hours.

The maximum number of rooms to be booked per operator/per room type is as indicated in Appendix A. Additional rooms are on request if not otherwise confirmed by the Hotelier.

11. Cancellation by the Hotelier

A booking shall be deemed validly concluded and effective upon receipt of the downpayment in accordance with the agreed payment terms. The Hotelier may cancel any booking by notifying



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the Tour Operator by email if payment has not been received in accordance with the payment terms. If a booking is cancelled by the Hotelier due to non payment, the cancellation charges set out in §12 below shall be applied to the cancelled booking. If the Guest fails to arrive by 18.00 on the agreed date of arrival, the Hotelier shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

The Hotelier may at its discretion cancel a booking in exceptional circumstances including act of God, strike or other circumstance beyond his control. The Hotelier may also terminate a booking at its discretion in the event that a guest behaves in an offensive or otherwise highly improper way.

12. Cancellation by the Tour Operator

A booking may be cancelled by the Tour Operator by notifying the Hotelier by email. Cancellation Charges apply as per Appendix A. The cancellation charge may be waived at the discretion of the Hotelier in the case of a serious event affecting the ability of one or more of the booked guests to arrive for or complete their stay in the accommodation booked. Any such claim must be made in writing by the Tour Operator to the Hotelier.

Any notice of cancellation must be sent by e-mail to the Hotelier and will be regarded as having been received by the Hotelier on the day of receipt.

13. Complaint and Compensation Claims Handling

If the Hotelier receives a complaint from a guest during their stay, the Hotelier may, at its discretion, decide on whether a compensation will be offered to the guest or not as a gesture of goodwill.

If the Tour Operator receives a complaint from a guest during their stay, the Tour Operator will notify the Hotelier by email and the Hotelier shall supply a complaint file number. The parties to this Agreement shall mutually agree any compensation to be offered to the guest.

If the Tour Operator is served with a pre-action protocol or legal papers regarding a complaint or claim by a guest, the Tour Operator shall notify the Hotelier in writing. The Hotelier shall provide information required by the Tour Operator in connection with the claim but shall only accept liability for such claim only following the Hotelier's approval and under the condition that it is handled in accordance with the wishes of the Hotelier. The Hotelier reserves the right to refuse claim after conducting an investigation and depending on the relevance and legitimacy of any documentation submitted.



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Any complaints or requests for compensations should be made known to the Hotelier in writing before the relevant guest's departure, otherwise no compensations will be offered; such complaints or requests for compensation will be recorded in the Hotelier's incident reports.

Any refunds or compensation amounts agreed upon will be transferred by the Hotelier to the TO within 14 days (upon the signature of a settlement agreement (or alike) by the complainant Guest). The TO shall ensure that all refunds and compensation payments are made to the client within 14 days upon receipt of payment made by the Hotelier.

14. Start and Finish of Accommodation

Unless the Hotelier offers any other time of occupancy, the Guest shall be entitled to move into the contracted accommodation from 15.00 on the date of arrival. The contracted accommodation shall be vacated by the Guest by 11.00 on the date of departure. The Hotelier shall be entitled to charge the Tour Operator for a further night if the rented rooms are not vacated in accordance with this clause.

15. Substitute Accommodation

In the event that the originally booked accommodation becomes unavailable due to operational needs or unforeseen circumstances, the Hotelier may, at its sole discretion, provide the Guest with substitute accommodation of the same or higher quality. Such replacement shall not entitle the Tour Operator or Guest to compensation, provided the substitute meets equivalent quality standards.

An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked, or this becomes necessary due to other important operational activities. The selection of the substitute accommodation is exclusively at the Hoteliers discretion.

16. Animals

Animals, except guide dogs for the blind, may not be brought to the accommodating establishment without the prior consent of the Hotelier. If consent is given, any damages caused will be charged to the Guest.

17. Prolongation of the Accommodation

If the Tour Operator informs the Hotelier in time that a Guest intends to prolong the accommodation period, the Hotelier may consent to a renewal of the booking. However, the Hotelier shall not be obliged to do so.



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If a Guest is prevented from leaving the accommodating establishment on the date of departure because all ways of travel are blocked or unusable due to unforeseeable extraordinary events, the booking shall automatically be renewed for the duration of such prevention from departure. The Hotelier shall be entitled to charge the rate usually applied in the relevant season. Unless the Tour Operator has expressly confirmed in writing that it will cover the cost of the additional nights, any charges for such prolongation shall be invoiced directly to the Guest.

18. Early Termination of the Accommodation Agreement

If a Guest leaves before the end of the period booked, the Hotelier shall be entitled to charge the total agreed remuneration.

The Hotelier shall be entitled to terminate the booking with immediate effect in the event of the following:

a) A Guest makes significantly adverse use of the rooms or makes the stay of other guests intolerable due to ruthless, offensive or otherwise improper conduct or commits an act against property, morality or physical safety.

b) A Guest suffers a disease or illness the duration of which exceeds the term of the booking or otherwise is in need of care, the hotelier can at their absolute discretion move the guest to a designated area equipped for such occasions.

c) Fails to settle any presented invoices when they become payable within a reasonably set payment period.

If the completion of the booking becomes impossible due to force majeure (e.g. acts of God, strike, lockout, official orders etc.), the Hotelier may terminate the booking at any time without giving prior notice. Any claims for damages etc. by the Tour Operator shall be excluded.

19. Illness or Death of a Guest

If a Guest becomes ill during the accommodation period, the Tour Operator shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Hotelier shall, in co-operation with the Tour Operator, arrange for medical care without the request of the Guest, if the Hotelier shall deem it necessary and the Guest is unable to do so.

As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Tour Operator shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the situation.



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The Hotelier shall be entitled to claim from the Guest for such expenses as shall have been incurred by the Hotelier including but not limited to: treatment, transport, drugs and medical aids, necessary disinfection of accommodation, linen, bed sheets and bed furnishing that have become unusable, or otherwise the disinfection or cleaning of these items, restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the illness or death, rent for the room, provided that it has been occupied by the Guest, plus rent for the room for any periods during which the room is unusable due to disinfection, vacation etc., and any other damage.

20. Liability of the Hotelier for Damage to Guests Property

The Hotelier shall only be liable for damage or loss of a Guest's property if such property has been handed over to the Hotelier for safe keeping. The Hotelier may refuse to accept valuables, money and securities if the items are significantly more valuable than those usually handed over for deposit by guests. The Hotelier shall only be liable for valuables, money and securities up to an amount of €550.00 and shall only be liable for any damage in excess of this amount in the event it has accepted such items for deposit knowing their value or in the event that the damage has been caused by itself or its vicarious agents. No consequential or indirect damage and no loss of profit shall be reimbursed.

21. Rights and Obligations of the Tour Operator

The Tour Operator shall have the right to promote accommodation in the Hoteliers property without any special conditions and of the usual standard.

The Tour Operator shall be authorized to use and display the Ikos Resorts names and presentation style or styles provided always that such use is approved in writing by the Hotelier, which approval shall not be unreasonably withheld. The use of such names and presentation styles shall terminate on the termination of this Agreement.

The Tour Operator hereby undertakes and guarantees to inform any prospective client on the Privacy Policy as well as the Terms & Conditions of the Hotelier as updated and in place from time. By making a reservation for accommodation at one of the properties of the Hotelier, the Tour Operator guarantees to have properly informed the prospective client on the Privacy Policy and the Terms & Conditions of the Hotelier. The Tour Operator acknowledges and accepts the Hotelier's Terms & Conditions and Privacy Policy as binding upon the Guests and undertakes to communicate these clearly prior to booking. In the event of any conflict between the present Agreement and the Terms & Conditions of the Hotelier applicable to the Guest's stay, the latter shall prevail. In the context of this Agreement, the Tour Operator is obliged to refrain from any action that constitutes a violation of the provisions on bribery, acceptance of gifts and benefits, or other corruption offenses on the part of its staff. In case of violation of the above, the Hotelier has the right to withdraw from the present Agreement, and the Tour Operator will not be entitled to any remuneration and will be obliged to return any such that has already been paid. The Tour



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Operator acknowledges and agrees that the price under any agreement with the Hotelier shall not be used, directly or indirectly, for contributions in cash or in kind to any political party, political candidate, or for any political purpose.

The Tour Operator must comply with all applicable trade laws and sanctions, including those of the U.S., EU, UK, and UN. They must not engage with sanctioned parties or in transactions that breach or may breach trade or customs laws.

The Hotelier shall not be obliged to accept foreign currencies, virtual credit cards, and any other cashless mean of payment other than debit or credit cards, at its sole discretion. If the Hotelier accepts foreign currencies, such shall be accepted at the current price if possible. If the Hotelier accepts foreign currencies, virtual credit cards, or any other cashless means of payment, the Tour Operator shall pay any associated costs, e.g. for inquiries with credit card companies, virtual credit cards costs, telegrams etc.

The Tour Operator shall be liable to the Hotelier for any damage caused by themselves or their Guest or any other persons that receive services of the Hotelier with the knowledge of the Tour Operator.

The Tour Operator shall comply with all applicable travel agency registration or travel registry requirements under Spanish and Greek law and shall ensure that such compliance extends to all bookings made under this Agreement.

22. Rights and Obligations of the Hotelier

If the Tour Operator fails to comply with the payment or operational obligations under this Agreement, the Hotelier may suspend performance, cancel reservations and/or terminate the Agreement without prejudice to its right to claim damages or outstanding sums. The Hotelier may also withhold bookings until compliance is restored. If the Tour Operator is in arrears with the agreed remuneration, the Hotelier shall be entitled to terminate this Agreement immediately and take such steps as may be appropriate to recover any amount outstanding.

The Hotelier shall be obliged to provide the agreed accommodation and services to the extent that they comply with its published standards. Additional services requested by the Guest (e.g., extra beds, meals, transfers) may be charged separately at the Hotelier's applicable public rates

23. Brochure Publishing Rules and Contributions

The Tour Operator shall be entitled to publish details of the property in any brochure with a minimum of one full color page if not otherwise specifically agreed. The brochure page covering the property included in the Accommodation Agreement shall be sent by email in Adobe Acrobat Format (PDF, open for editing) prior to publishing for copy and image check to



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infosani@saniresort.gr. A turnaround time of at least 72 hours shall be given in order to correct the document. If a brochure contribution is agreed the Hotelier reserves the right to supply images at his own discretion. The selection of images is at the sole discretion of the Hotelier. If these conditions are not followed by the Tour Operator the Hotelier reserves the right not to pay any of the agreed brochure contributions.

24. Limitations of liability

The Hotelier shall not be liable to the Tour Operator for any indirect, incidental, or consequential damages, including loss of profit or reputational harm. The Hotelier's total aggregate liability under this Agreement shall be limited to the net amount received by the Hotelier from the Tour Operator for the specific booking giving rise to the claim.

25. Data Protection

The Parties guarantee to comply throughout the duration of this Agreement with the applicable national and EU legislation on personal data protection, including- but not limited to- the General Data Protection Regulation (EU) 2016/679. In this context, each party shall maintain the necessary and appropriate technical and organizational measures to ensure the confidentiality, integrity and security of any personal data it collects, processes and discloses to the other party.

More specifically, any and all processing activities re. personal data of prospective clients of the Hotelier related to this Agreement, will be treated according to Appendix B (GDPR Clauses).

Regarding the collection and processing of any personal data of the Tour Operator by the Hotelier, the Tour Operator is informed by means of a dedicated Privacy Notices, which is hereby attached as Appendix C (Privacy Notice for Tour Operators).

26. Agreement Scope and Jurisdiction

This Agreement together with Appendixes A & B represent the entire Accommodation Agreement and replaces all other previous Agreements. In any case of any other documentation signed or existing between the Parties, the terms and conditions of this Agreement shall prevail. For all purposes, this Agreement shall be construed in accordance with Greek Law, to which all parties shall submit. The place of jurisdiction shall be Thessaloniki, Greece. However, the Hotelier shall also be entitled to assert its rights before any other court that is competent for the location and matter.

Appendix A – Rates applicable



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Appendix B – GDPR Clauses

RECITALS

- (A) In compliance with art. 25 of the Agreement, each Party shall comply with its respective obligations as provided in the applicable data protection legislation as defined below, and especially in the Regulation (EU) 679/2016 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-“GDPR”), according to the specific processing activity(ies).
- (B) The Parties wish to regulate the collection and use of Personal Data that will be collected, processed and further used for the provision of the Services Agreement(s). Details of the processing activity(ies) and the personal data processed are provided in Annex 1.

Definitions

For the purposes of these clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in GDPR;
- (b) *'the applicable data protection legislation'* means any applicable to the parties EU and national legislation protecting the personal data of natural persons, including in particular GDPR, the Greek Law 4624/2019, the Spanish Organic Law 3/2018, as well as any other applicable to the parties data protection or privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any supervisory authority and other applicable authorities;
- (c) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.



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1. Subject matter of these Data Protection Clauses

1.1. Insofar each Party processes Personal Data subject to the applicable data protection legislation in the scope of the performance of the Services Agreement(s), these Data Protection Clauses shall apply.

2. Roles and Responsibilities (The parties as independent Data Controllers)

2.1. Each Party shall act as an independent data controller of personal data exchanged for the provision of the services referred to in the Services Agreement(s), insofar as each Party determines the scope, purposes, and manner by which the Personal Data may be accessed or processed.

2.2. The Tour Operator Partner provides the Hotelier with personal data of perspective clients who wish to make a reservation for staying in the premises of the Hotelier. These data are being processed with absolute confidentiality.

2.3. Each of the Parties shall only process the Personal Data to the extent that this is required for the provision of the Services, as defined in the Services Agreement(s) as well as for the compliance to their legal obligations and for the pursuit of their legitimate interests. The Tour Operator warrants that it has all necessary rights to provide the Personal Data to the Hotelier for the Processing to be performed in relation to the Services and for the abovementioned purposes, and that one or more lawful bases set forth in the applicable data protection legislation support the lawfulness of the Processing and the transfer of Personal Data to the Hotelier.

2.4. To the extent required by the applicable data protection legislation, the Tour Operator is responsible for ensuring that all necessary privacy notices are provided to data subjects informing them at least for the categories of personal data processed, the abovementioned purposes of processing and the legal basis on which processing is based on. Unless another legal basis set forth in the applicable data protection legislation supports the lawfulness of the processing, that any necessary data subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked/withdrawn by a data subject, the Tour Operator is responsible for communicating the fact of such revocation/withdrawal to the Hotelier.

2.4. Each Party shall ensure that, when they assign the processing of Personal Data externally to other processors, they shall use only processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the applicable data protection legislation and ensure the protection of the rights of the data subjects.



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3. Roles and Responsibilities (The Tour Operator as Data Processor on behalf of the Hotelier)

3.1. For the purposes of the Agreement, the Tour Operator undertakes to inform prospective clients on the Privacy Notice of the Hotelier, thus acting as data processor on behalf of the Hotelier (data controller).

3.2. As Data Processor, the Tour Operator shall, in particular:

- a. Comply with all the legal and contractual obligations regarding personal data processing by a Data Processor on behalf of a Data Controller, especially those of the Article 28 of the GDPR.
- b. Cooperate with the Hotelier and assist them within the framework of their duties in order for the Hotelier to be able to comply with their obligations under the applicable data protection legislation.
- c. Take all the appropriate technical and organizational measures to protect and safeguard the privacy and confidentiality of the personal data they process on behalf of the Hotelier in the context of the said information, and not disclose them to any third party unless it is absolutely necessary in the context of the fulfillment of the Services Agreement or it is required to by Law.
- d. Immediately upon the Hotelier's request, either during the contractual relationship or upon its termination by any way, the Tour Operator shall return to the Hotelier any files containing personal data and shall take all the necessary measures in order to destroy any copies of these files.
- e. In case a data subject expresses their intention to the Tour Operator to exercise their rights in relation to the personal data processed by the Hotelier, the Tour Operator shall refer them immediately to the Data Protection Officer of the Hotelier.
- f. The Tour Operator shall notify immediately the Hotelier about any violation of the rules and the instructions for personal data processing or data breach that may come to their knowledge, so that they collaborate to take all the appropriate measures for the restriction of the damage and the immediate restoration of the physical and digital security of the personal data.

4. Confidentiality 4.1. Without prejudice to any existing contractual arrangement between the Parties, each Party shall classify all Personal Data processed in the course of the Services Agreement(s) as confidential. Each Party shall process any personal data exclusively for the execution of the Agreement and shall inform all their employees, agents and/ or approved sub-



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processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Parties shall ensure that all such persons or third parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

5. Security

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties shall implement appropriate technical and organizational measures to ensure a level of security of the processing of Personal Data appropriate to the risk. These measures shall protect the Personal Data processed against any unauthorized or unlawful processing, or accidental loss or destruction or damage.

6. Information Obligations and Incident Management

6.1. When in the course of the Services Agreement(s) one of the contracting Parties becomes aware of an incident that has a material impact on the Processing of the Personal Data, it shall promptly notify the other Party as soon as possible about the incident and shall at all times cooperate with the other Party in the performance of a thorough investigation into the incident, as well as assist in the communication with the relevant authorities and data subjects (if required to do so), and to take suitable further steps in respect of the incident.

6.2. The term "incident" used in Article 6.1 shall be understood to mean in any case: (a) a complaint or a request with respect to the exercise of a data subject's rights under the applicable data protection legislation; (b) an investigation into or seizure of the Personal Data by government officials, or a specific indication that such an investigation or seizure is imminent; (c) any unauthorized or accidental access, processing, deletion, loss or any form of unlawful processing of the Personal Data; (d) any breach of the security and/or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data, or any indication of such breach having taken place or being about to take place.

7. Liability 7.1. Each Party shall be separately responsible in case of default of the provisions of these Data Protection Clauses in accordance with the provisions of the applicable data protection law.

8. Duration and Termination

8.1. These Data Protection Clauses shall come into force and apply retroactively from the effective date of the Services Agreement(s) and shall remain in full force for the duration of the Services Agreement(s), consisting an integral part of.



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8.2. In the event of a conflict between the provisions of the Services Agreement(s) and the Data Protection Clauses, the terms of these Data Protection Clauses shall prevail.

8.3 If any of these Data Protection Clauses are null and void or cannot be otherwise enforced, the remaining provisions will remain full in force.

8.4. Termination or expiration of these Data Protection Clauses shall not discharge Parties from its confidentiality obligations.

Annex 1:

The subject-matter of the processing is:

The transfer of reservations (including clients' personal data) for the provision of the Services Agreement(s).

The duration of the processing is:

The duration of the processing is the same as the duration of the Services Agreement(s).

Data subjects:

The personal data concern the following categories of data subjects: Data subjects who book their reservation for the Hotelier via the Tour Operator.

Categories of personal data to be processed

The personal data transferred may be the following:

Name

Surname

Date of Birth

Number of Passport / National Identification Document

Nationality

Town



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Country

Address

Telephone number

Email

Client's request (optional)

Credit or Debit card number

Arrival date

Departure date

Complaints data that may submitted

Special categories of data (if appropriate)

The personal data may concern the following special categories of data:

- health condition (namely, allergies),
- religious
- sexual orientation

Processing operations

The personal data will be subject to the following basic processing activities:

This data is stored in order to complete the reservation and provided to the Hotelier's reservations department via an email or by any other agreed method.



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Appendix C- Privacy Notice for Tour Operators

In Sani/Ikos Group (hereinafter “the Group”) we process your personal data with respect to your privacy. In processing your information, we are acting as a data controller and we take all the necessary precautions, security measures as well as the relevant technical and organizational measures to ensure the integrity and confidentiality of all personal information you provide to us. Through this privacy notice we wish to provide you with more information on how we collect and process personal data in accordance with the applicable EU and national legal framework about data protection, especially the European General Data Protection Regulation 2016/679 (GDPR) and the Greek Law 2016/679 (“Data Protection Legislation”).

Purposes of processing and legal basis

In the context and for the purposes of the Services Agreement (hereinafter “the Agreement”), we may collect and process your personal data (for natural persons- self-employed/ legal representatives, contact persons of entities) as well as of the members of the Board of Directors/ Ultimate Beneficial Owners of your company (where applicable).

The personal data that may collected and further processed include: name, surname, Tax Identification Number, details of national identification documents (e.g. identity, passport, driving license), home/work address, shareholding Information, any sanctions imposed related information etc.

Purpose of processing	Legal basis
<p>Conclusion and performance of the Agreement:</p> <ul style="list-style-type: none"> • Payment of the relevant services, fees and charges; • Collect and recover money owed to us; • Process your details in case of dispute notifications. 	<p>Processing is necessary:</p> <ul style="list-style-type: none"> • for the performance of a contract with you; • necessary to comply with a legal obligation; • for the establishment, exercise or defense of legal claims or whenever courts are acting in their judicial capacity.



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Security of financial transactions.	Processing is necessary for our legitimate interests (ensure protection from fraudulent, illegal transactions in accordance with applicable financial sanctions laws, regulations, and restrictive measures).
Complying to our lawful obligations.	Processing is necessary for the compliance to our lawful obligations.

Transfer of personal data

The personal information you provide us is kept securely and is safeguarded. We do not share the personal data you provide to us with unauthorized third parties. We may share your information within our group of companies or/and our business partners only for the above-mentioned purposes. We always guarantee that our employees, associates, partners and any third parties apply the appropriate measures for the protection of your personal data and act only under our written orders with respect to your privacy. Moreover, in some cases, we may need to disclose your information to public authorities if we are obliged to do so pursuant to law.

Retention period

We take all the necessary precautions, security measures as well as the appropriate technical and organizational measures to ensure the integrity and confidentiality of all personal data you provide us. All the provided in the context and for the purposes of the Agreement personal data is retained securely for the fulfilment of the above-mentioned processing activities and will be duly deleted from our databases and / or hard copies, upon completion of relevant processing. Furthermore, the processing of the data may be finalized at any time if you object to further data processing under special legal conditions.

Exercise of rights

Pursuant to the Data Protection Legislation you have the following rights: (i) the right of access and information, (ii) the right of rectification, (iii) the right of erasure, (iv) the right to ask for restriction of processing, (v) the right to data portability, (vi) the right to object, including object to automated decision making and profiling, (vii) the right to withdraw your consent at any time,



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bearing in mind that such withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

For more information on the processing of your personal data and your rights, please refer to Sani/Ikos Resorts' Privacy Policy available at: sani-resort.com / ikosresorts.com. Alternatively, you may submit your questions to Sani/Ikos Resorts' Data Protection Officer at: privacy@saniikos.com

For any further complaint, you are always entitled to contact the Hellenic Data Protection Authority (www.dpa.gr).

**IKOS ODISIA HOTEL ENTERPRISES
S.M.S.A.**

Antonis Avdelas

15 December 2025

Mr. Antonis Avdelas
Chief Sales Officer

**Nuba Expediciones SL, Nuba Expediciones de
México DL and Nuba USA INC**

Alessandra Girardi

11 de diciembre de 2025

Alessandra Girardi
Global Product Director