



COOPERATION PROTOCOL

Between:

Pestana Management – Serviços de Gestão, SA, NIPC 511 230 397, located at Rua Jau, n.º 54, 1300-314 Lisboa, PORTUGAL, Represented by Mrs. Paula Torres, hereinafter referred (respectively) by the Pestana Group or second contraahent;

And

APPLA – Associação dos Pilotos Portugueses de Linha Aérea, located at Rua Frei Tomé de Jesus 8, 1749-057 Lisboa, Represented by Mrs. Maria João Simões, hereinafter referred (respectively) by the APPLA or first contraahent;

Considering that:

- A) APPLA will be responsible for the Sales Management, Marketing, Sponsorships and Merchandising, linked to the diffusion and promotion of the Protocol.
- B) The Pestana Group holds, directly or indirectly, the companies that they have ownership of and/or the operation of hotel units in Portugal.
- C) The Contracting Parties have common interest in collaborating mutually, bilaterally, with the aim of client acquisition, brand valuation, and business generation within their universes, establishing partnerships and providing them with advantageous conditions within their range of products and services.

Both Parties will sign the present Agreement, which is governed by the following clauses:

FIRST CLAUSE

The objective of the present Protocol is the accomplishment of a partnership between the first and the second contraahent, with the aim of attracting business of mutual interest, namely, in the granting of favorable conditions for the enjoyment of the Pestana Groups products/services on behalf of the clients or employees of the first contraahent, and for exclusive enjoyment in the hotel units of the Pestana Group listed in appendix I.

SECOND CLAUSE

For the implementation of this Protocol, below are the following points:

1. Quotation requests referring to Groups are not a part of this Protocol, and are subject to a case-by-case assessment and quotation;
2. The Reservations under this Protocol are for a maximum number of 9 rooms/per night;
3. For reservations, email and telephone number for each property, available on appendix I.



THIRD CLAUSE

All partners or employees of APPLA, who make Reservations for the hotel units of the Pestana Group, on an individual basis, will be granted a direct discount. During the check-in is mandatory to all members to present the card APPLA, in order to have the below discounts.

Advantages to be applied:

- ✓ For accommodation at Pestana Hotels & Resorts Portugal & Pestana Collection Hotels and Pestana CR7 Lifestyle Hotels in **PORTUGAL/ REST OF EUROPE, AFRICA, NORTH AMERICA & SOUTH AMERICA** – 15% discount on the best price available on the site www.pestana.com effective at the time of the booking; Does not accumulate with the PPG/ PGC discount.
- ✓ For accommodation at **POUSADAS DE PORTUGAL** – 15 % discount on the best price on week days, including Sunday and 10 % discount on the best price on Friday and Saturday available on the site www.pestana.com effective at the time of the booking; Does not accumulate with the PPG/ PGC discount.
- ✓ All Pestana Brands, the protocol is not applicable for hotels with All Included.
- ✓ Pestana Pousadas de Portugal with the exception of the following Pousadas that are franchises: Pousada de Alijó, Bragança, Belmonte, Angra do Heroísmo, Valença and Alvito.

FOURTH CLAUSE

1. Both Parties will be responsible for the disclosure of the conclusion of this Protocol to the members of APPLA through their available means;
2. Both Parties will be responsible for the disclosure of the conclusion of this Protocol to the members of APPLA through their available means;
3. All campaigns are to be agreed upon, drawn and presented to both Parties, subject to a prior approval on behalf of the Product department;
4. Both Parties, in their activities and means of promotion, publications, commercials, or events held within the scope of this Protocol, hereby undertake to disclose the name of the other Party through the use of their logo, designating them as a partner, being the use and means subject to a prior approval on behalf of the belonged Party.

FIFTH CLAUSE

CLAUSE OF PROTECTION OF PERSONAL DATA

1. *Personal Data.* Both Parties hereby recognize that, due to the nature of the present contract, that their services involves the collection and usage of data, some of which constitutes personal Client data;

2. *Control.* For the implementation of the present contract, and regarding the Clients personal data, the contracted Company undertakes the responsibility in the handling of the data;
3. *Obligations “Compliance”.* The contracted Company is expected to fully comply with the obligations set out in the law applicable to the Protection of Personal Data, including obtaining the explicit consent from the Client to use their personal data for the sole purpose of hotel service provisions, as well as inform, that their personal data will be transmitted to the Pestana Hotel Group for that effect;
4. *Security.* Both Parties are obliged to comply in the implementation of technical security measures, both physically and organizationally, in order to protect against accidental or illicit destruction of Personal Data, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing (including , but not limited to unnecessary collection or abusive use);
5. *Access.* The contracted Company will have to put in place procedures to ensure that any third parties that are authorized to access the Personal Data, including subcontractors, will respect and maintain the confidentiality and security of the Data. Any individual acting independently, and according to the contracted Company’s instructions, including the subcontractors, will only handle Personal Data upon instructions. This clause will not apply to authorized individuals, or to lawful or regulatory mandates who need to access the Personal Data such as the Pestana Hotel Group. The contracted Company will ensure that third subcontracted parties will comply with the same obligations regarding the Personal Data of which the contracted Company undertakes in this clause;
6. *Inspection and supervision by public authorities.* In case its necessary to comply with a legal obligation, both Parties will submit their Data Processing Systems, installations and support documentation for an inspection or audit related to the Data processing, to a public entity competent to do so. In the case of inspections or audits carried out by legal or administrative authorities, both Parties shall cooperate with each other and provide all documentation and requested information. In case the competent authority for the specific purpose issues a report stating that the data processing contained in this contract is in violation to the law, both Parties shall take with immediate effect the necessary measures to ensure the future compliance with the applied law regarding the Protection of Personal Data;
7. *Notification of violation.* The contracted Company should promptly notify the Pestana Hotel Group, in case of:
 - Not being able for any reason to perform the obligations set out in the present clause, or;
 - Take note of any circumstance or alteration regarding the law of Data Protection to be applied that may prevent or complicate the compliance of the agreed upon obligations.

SIXTH CLAUSE

This Protocol shall enter into force as from the date of its signature, and has a duration of one year.