AFFILIATE AGREEMENT

Please read the terms of this Affiliate Agreement (this "Agreement") carefully. This Agreement establishes the terms and conditions that govern your participation in the citizenM Affiliate Marketing Program] (the "Program"). This Agreement is a binding contract between citizenM Operations Holding B.V. ("citizenM") and you, as an affiliate participant in the Program. By participating in the Program, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, or if you otherwise do not accept the terms of this Agreement, you may not participate in the Program and will not be entitled to any commissions or other payments from citizenM.

1. **DEFINITIONS**

"Commissionable Percentage" means the percentage rate paid by citizenM or its marketing agent to you, as determined by citizenM from time to time, in its sole discretion with or without notice, based on Qualified Bookings resulting from your participation in the Program.

"Consumed Room Booking" means any Hotel reservation that is not cancelled and results in a paid stay at such Hotel.

"citizenM Website" means citizenM.com together with any other citizenM-owned websites.

"Hotel" means the hotels listed in Exhibit A hereto, as may be amended by citizenM from time to time without notice to you.

"Qualified Booking" means Consumed Room Booking originating with a Qualifying Link and made via a citizenM Website, adjusted according to the number of actual nights stayed and paid for (if different from the original booking). Only bookings made through a Qualifying Link within thirty days of a guest's visit to your website qualify as a Qualified Booking.

"Qualifying Link" means any link that is provided or authorised by citizenM or its designated agency to be displayed, distributed or placed by a publisher pursuant to an agreement that can be used by citizenM and its designated agency to track Consumed Room Bookings.

2. PROGRAM PARTICIPATION, RULES AND REQUIREMENTS

- 2.1 <u>Right to Participate</u>. Subject to citizenM's acceptance of your application to participate in the Program as well as your compliance with the terms of this Agreement, citizenM grants you a revocable and limited right to participate in the Program. citizenM reserves the right to update and amend this Agreement at any time without prior notice to you; your continued participation in the Program is subject to your compliance with any updated and amended terms and conditions. If you do not agree to the amended terms, then your only option is to terminate this Agreement and to cease participation in the Program.
- 2.2 <u>Revocation</u>. citizenM may revoke your participation in the Program at any time for any or no reason upon notice to you. In addition, your failure to comply with any term in this Agreement may result in your termination from participation in the Program. If your right to participate in the Program is terminated by citizenM for convenience, you will continue to get paid for commissions on Qualified Bookings after termination for a period not to exceed one year in accordance with the terms of this Agreement. If your right to participate in the Program is terminated due to your breach or misconduct, you will not be entitled to any further payments or commissions.
- 2.3 <u>Website and Social Media Requirements</u>. You are required to maintain a live and fully operational website through which you will conduct your marketing and advertising campaigns in connection with the Program. You will comply with the following requirements with respect to your website, and social media presence:

- 2.3.1 Your website must contain an easily accessible link to a Privacy Policy that complies with applicable laws and describes the manner in which you will collect, process and disclose personal information collected by you in connection with the Program.
- 2.3.2 Your website and social media presence must have a professional look-and-feel and contain relevant content and materials in furtherance of your participation in the Program and your promotion of citizenM Hotels in connection therewith. The website must not contain any broken links or images, and must be complete (i.e. not contain any pages under construction).
- 2.3.3 Further, your website and social media presence must be sensitive to localised cultural considerations and not contain any inappropriate content, including but not limited to the following: (i) hateful, offensive, or violent content; (ii) rude, sexually explicit or pornographic content; (iii) religious, political or discriminatory content; (iv) aesthetically unpleasing content; (v) content promoting unlawful or excess use of alcohol, tobacco or drugs; (vi) content targeted at children; (vii) content involving gambling or firearms; (viii) sensitive personal information; (ix) contests, games of chance, lotteries, or similar games or activities; and (x) gratuit or excessive use of the word "sex". citizenM reserves the right to approve any materials or other content that describes or relates to citizenM or any of its affiliates.
- 2.3.4 From time to time, at citizenM's request and subject to citizenM's written acceptance of an Insertion Order governed by the terms of this Agreement, you will place banner ads, links, or other advertising content provided or approved by citizenM on your website or social media web page. You will honor any behavioral advertising opt-out requests from website visitors and in accordance with any instructions from citizenM. You may not alter any content provided by citizenM, including but not limited to banners, links, ad copies, pictures and logos. You will remove any citizenM-related content from your website that does not meet citizenM's approval. If particular banner sizes or other creative are needed, citizenM will provide such content if available.
- 2.3.5 You will be solely responsible for the development, operation and maintenance of your website and social media presence.
- 2.4 <u>Marketing Practices</u>. In connection with your participation in the Program, you are required to comply with the following marketing practices:
 - 2.4.1 **Email Marketing** Any email marketing relating to citizenM or any of its Hotels can only be done to your customers that have opted-in to receive email marketing from you and any such email marketing must look and feel like your website rather than sent from citizenM.
 - 2.4.2 **Domain and Subdomain Names** You are not permitted to use misspellings or confusingly similar terms of the citizenM portfolio of brands to create a false impression that the misspelt domain is a citizenM official website.
 - 2.4.3 **Destination URL Selection** You are not permitted to send traffic directly to any citizenM website in any language and therefore any internet marketing traffic you generate must land on your own website first.
 - 2.4.4 **Use of Marks** You will not attempt to use or register any term, alone or as a part of any other trademark, service mark, or domain name, which is the same as or confusingly similar to any brand, trademark, domain name or keyword of citizenM or any of its portfolio properties or brands (the "**Marks**"), including but not limited the brand names, trademarks, domain names and keywords listed in Exhibits A and B. You will not use any of the Marks, directly or indirectly, in any way in connection with your business or operations unless previously approved by citizenM expressly in writing and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval. Any Marks or citizenM-related content on your website(s) not sourced by citizenM that influences your organic placement on search engines should only be displayed in the normal course of

business, and not to suggest or imply that your website is a citizenM website or to unfairly influence organic placement for search results. You will abide by any trademark usage guidelines and practices relating thereto provided by citizenM to you in writing, as such guidelines may be amended by citizenM from time to time in its sole discretion. You will promptly remedy any failure to conform to such guidelines and practices. You will not harm, disparage, or bring into disrepute the goodwill or reputation of any of the Marks.

- 2.4.5 **Search Engine Marketing** You will not bid on, purchase or otherwise use any of the Marks in connection with any search engine optimization practices, search retargeting based on the fact that a consumer had searched for a Mark, paid search advertising or any other form of on-line or other advertising, including, without limitation, as on-line identifiers, "metatags," "scumware," "spyware," vanity addresses, social media site pages, on-line handles or similar designations of source, or any other service that results in such party being referenced in regard to internet searches for the Marks or attracts internet users to citizenM websites, call centers or other services. You will actively apply negative keywords for all of the Marks (and common misspellings thereof) within any internet search engine through which you run on- line search campaigns. For the avoidance of doubt, you agree to add, across all platforms:
 - (i) negative phrase match for each of the core brand keywords of citizenM listed on Exhibit B;
 - (ii) negative phrase match for each of the Marks listed on Exhibit B, and common misspellings thereof;
 - (iii) negative exact match for citizenM's combination of terms set forth on Exhibit B;
 - (iv) negative phrase match across all your platforms for unique citizenM hotel property names set forth on Exhibit B.

(v)

Exhibit B may be updated from time to time at citizenM's sole discretion. After receiving each updated list from citizenM, you will promptly apply negative keywords in accordance with this paragraph and such updates. You will regularly monitor your search query reports for broad matches to citizenM's Marks and add negatives accordingly. You are solely responsible for ensuring full compliance with this section by your affiliates, distributors and subcontractors.

- 2.4.6 **Representations** In no event will you make or extend any representations or warranties of any kind on citizenM or any of its Hotel's behalf.
- 2.4.7 **Social Media Marketing** You are required to have prior written consent from citizenM before any social media marketing relating to citizenM or any of its Hotels can be done.
- 2.4.8 **citizenM Deals/Promotions/Sweepstakes** You may not offer a Hotel room as a sweepstakes or giveaway prize. You may not promote citizenM in connection with any sweepstakes. Deals, promotions, sweepstakes and contests may only be offered by citizenM. You are required to have prior consent from citizenM before any sweepstakes marketing can be done.
- 2.4.9 **Rebates** All advertising of citizenM discounts must match citizenM's advertised discounts. Any rebates offered by your website must be shown as a discount off of the Hotel rates as posted by the Hotel (i.e. you may not display Hotel rates other than the relevant rates provided by the Hotel) and must be clearly separated and identified as paid by your website. For the sake of clarity, you may not discount Hotel rates.
- 2.4.10 **Cash Back Promotions/Marketing** You will not advertise or offer any cash payments as a reward, discount or promotion.
- 2.4.11 **DSAs and Toolbars** You may not advertise any Hotels or use any Marks in connection with a downloadable software application, browser toolbar, or browser plug-in.
- 2.4.12 **Endorsements and Testimonials** You will comply with the following requirements in the use of an

Endorsement or Testimonial. "Endorsement" or "Testimonial" (collectively "Testimonial") means any advertising message (including but not limited to consumer testimonials, celebrity or expert endorsements, blogs, verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name, logo or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experience of a party other than citizenM. The requirement includes the following: (i) An "Endorser" (an individual or organization that provides Endorsements or Testimonials) may not use false Testimonials, and all Testimonials must reflect the honest opinions, findings, beliefs and/or experience of the Endorser, and shall not convey an express or implied representation that would be deceptive if made directly by citizenM; (ii) no Testimonial may contain representations for which you do not have substantiation or that would be considered deceptive and (iii) if the Testimonial represents that the Endorser uses citizenM products or services, the Endorser must have been a bona fide user of such product or services at the time the Testimonial was given, and you may use the testimonial only as long as you have good reason to believe that the Endorser continues to subscribe to the views presented. Further, you must include a clear and conspicuous disclosure of any material connection between you and/or the Endorser who is disseminating the advertisement and citizenM. (Examples of "material connections" that must be disclosed include, but are not limited to: (i) compensation or consideration (benefits or incentives such as money, loan products, review items, rewards, points, prizes, free or discounted items or services, promotional items or services, in-kind gifts, samples, coupons, or special access privileges) provided by citizenM to you and/or Endorser, or (ii) a relationship between citizenM and you (such as a present or former employment or agency relationship or some other contractual or other relationship that may or may not be anticipated by the reader of the advertisement).

- 2.4.13 Fraud You will not use any deceptive or misleading practice, method or technology including, but not limited to, the use of any adware, malware, device, programs, robots, iframes, hidden frames, redirects, spiders, computer script or other automated, artificial or fraudulent methods designed to appear as if a live consumer viewed an advertisement and/or thereafter performed a payable action. You will not make use of any stolen credit card or debit card numbers or pre-paid credit or debit cards to perform any payable action or otherwise impersonate any live consumer. citizenM reserves the right to withhold payment to you in the event that citizenM determines that you may have engaged in fraud.
- 2.4.14 **Changes to Website or Marketing Practice** You will immediately notify citizenM of any material changes or alterations to your website or other marketing practices by email to affiliate@citizenm.com.
- 2.5 <u>Use of Content</u>. You grant to citizenM, Hotels and citizenM affiliates, a royalty-free, worldwide, non-exclusive, irrevocable license to use, sublicense, reproduce, modify, display, and create derivative works with the content you have provided under the Program which is related to citizenM. Such content may include, but is not limited to text, photos and videos.
- 2.6 <u>Recordkeeping.</u> You will maintain thorough and accurate records relating to this Agreement, your activities used to promote any citizenM offer, and any personal data you receive pursuant to this Agreement. Upon request by citizenM, you will provide citizenM reasonable additional assurance of compliance with this Agreement, which may include but not be limited to evidence of due diligence, your advertising materials, and copies of all information pertaining to any complaints received from any consumer related to citizenM. You agree that citizenM or its designee, will have the right, at its sole cost and expense and without any payment to you, to audit and/or copy requested records during normal business hours upon written notice at least five (5) business days before the commencement of the audit.
- 2.7 <u>Disclosure Obligations</u>. You represent and warrant that you have disclosed, prior to executing this Agreement, the existence of any past government decrees, orders, or consent agreements, and any pending formal or informal government investigations or prosecutions by any governmental or regulatory body or agency, or any industry regulatory authority. If you become involved or named in any action, investigation, complaint or other proceeding by or before any governmental or regulatory authority, or any private party, you will immediately provide notice to citizenM of such action, investigation, complaint or other proceeding, in which event citizenM

3 COMMISSIONS AND OTHER COMPENSATION

- 3.1 Payment of Commission. Subject to the terms and conditions of this Agreement, including Section 3.2 below, the Hotel or citizenM's marketing agent (Commission Junction) will pay you a commission based on all Qualified Bookings. The payment shall be equal to the product of: (i) the Commissionable Percentage as determined by citizenM upon acceptance into the Program; (ii) the number of nights stayed at the Hotel by the guest; and (iii) (a) in the case of Hotels excluding taxes from room rates the per room amount actually received by the Hotel (which may include breakfast or other meals for those hotels that include those surcharges in the room rate), which amount shall not include any fees, taxes, levies or surcharges, other than cancellation fees (and no-show fees) received by the Hotel, or (b) in the case of Hotels including taxes in their room rates (the per room amount actually received by the Hotel (which may include breakfast or other meals for those hotels that include those surcharges in the room rate), which amount shall include taxes, levies, VAT and other sales tax as well as cancellation fees (and no-show fees) received by the Hotel.
- 3.2 Excluded Hotels. citizenM reserves the right to exempt bookings from certain regions and certain hotels from paying any commission at its sole discretion by updating the list of Hotels and Excluded Hotels made available on Exhibit C.
- 3.3 Excluded Rate Types. The following rates types are not commissionable, and hence, will not be considered a Qualified Booking: (i) negotiated corporate rates, (ii) negotiated group rates, including blocks of rooms, meeting group rates, convention group rates, leisure group rates; (iii) government rates and (vi) promotional rates in conjunction with citizenM partners or certain corporate marketing offers.

3.4 Conditions to Payment of Commission.

- 3.4.1 Commissions are only paid on a single initial Qualified Booking, not on all future bookings that click-through from your webpage.
- 3.4.2 Commissions will be paid only on Qualified Bookings that are within thirty days of the click- through from your webpage.
- 3.4.3 If more than one advertising webpage refers to the same guest, only the last advertising webpage will receive the commission, subject to the other terms and conditions of this Agreement.
- 3.4.4 Commissions will not be paid on any cancelled reservations or no shows, for any fraudulent or criminal activity on your part, or any other violation of this Agreement.
- 3.4.5 Commission queries redeemed more than six months after the check-out date on any Qualified Bookings will not be commissionable.
- 3.5 Other Compensation. Subject to citizenM's acceptance of any advertising services as set forth in Section 2.3.4, the Hotel or citizenM's marketing agent (Commission Junction) will pay the fees as specified in an Insertion Order. You will submit monthly invoices to Commission Junction for the advertising services provided in the prior month. The invoices will specify the services rendered, the amounts due, and other details reasonably required by citizenM from time to time.

4 TERM AND TERMINATION

This Agreement may be terminated by citizenM by convenience or for your breach of this Agreement with or without notice to you. In addition, termination of citizenM's marketing agreement with Commission Junction will automatically terminate this Agreement without further notice to you. Upon termination, you will immediately remove any content and links associated with the Program from your website. Unless this Agreement is terminated due to your breach or misconduct, you will still receive outstanding payments due on commissions for Qualified Bookings in accordance herewith.

5 CONFIDENTIALITY

- 5.1 <u>Definitions</u>. "Confidential Information" means any and all proprietary, non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") which a reasonable person would understand to be confidential, including without limitation technical, financial, and other business information.
- 5.2 <u>Protection</u>. The Receiving Party will hold the Confidential Information in confidence using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. The Receiving Party will only use Confidential Information as needed to exercise its rights or perform its obligations under this Agreement, and will only disclose Confidential Information to its affiliates, directors, officers, employees and contractors who have a need to know such Confidential Information in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- 5.3 Exceptions. The obligations with respect to Confidential Information do not apply to information that the Receiving Party can demonstrate is: (i) in the public domain or subsequently enters the public domain through no fault of the Receiving Party; (ii) disclosed to the Receiving Party by a third party without any breach of confidentiality obligations; (iii) known to the Receiving Party at the time of disclosure by the Disclosing Party through no breach of any obligation of confidentiality or other restriction on disclosure; or (iv) developed independently by the Receiving Party, without use of or reference to any Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent necessary to comply with a valid legal or government order or requirement, provided that it will provide the Disclosing Party reasonable prior notice and cooperate with the Disclosing Party (at the Disclosing Party's sole expense) with any reasonable effort to challenge or limit the ordered or requested disclosure.

6 WARRANTIES

- 6.1 <u>Generally</u>. Each party represents and warrants that: (i) it is an entity duly organised, validly existing, and in good standing under the laws of its applicable jurisdictions; and (ii) it has all necessary rights, power and authority to enter into and perform its obligations under this Agreement.
- 6.2 <u>Advertising Rules</u>. You represent and warrant that you will comply with all applicable law and advertising rules and regulations during your participation in the Program.
- 6.3 <u>Intellectual Property.</u> You represent and warrant that you (i) have the right to use any third party materials (including Third Party IP) used within the Program.

7 INDEMNIFICATION

You will indemnify, defend, and hold harmless citizenM, its affiliates and subsidiaries, and each of their respective directors, members, officers, employees, contractors, representatives, agents, successors and assigns from and against any and all damages, judgments, settlements, awards, penalties, and costs (including reasonable attorneys' fees) in relation to a third party claim arising from or related to your negligence, willful misconduct or acts or omissions, violation of law, or breach or other noncompliance with the terms of this Agreement.

8 LIMITATION OF LIABILITY

In no event shall citizenM or any of its affiliates and subsidiaries be liable for any indirect, special, incidental, consequential or punitive damages, whether based on contract or tort and whether or not advised of the possibility of such damages. In no event will citizenM's or any of its affiliates' total liability under this Agreement exceed the amount paid to you over the past three months of the Program.

9 RELATIONSHIP OF THE PARTIES

The relationship between the parties will be that of independent contractors and nothing in this Agreement is

intended nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other authority to bind the other party or incur any obligations on the other party's behalf.

10 MISCELLANEOUS

- 10.1 <u>Waiver</u>. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights.
- 10.2 Responsible Procurement Principles. You will, and will procure that your affiliates will comply with the citizenM'Responsible Procurement Principles (https://www.citizenm.com/responsible-procurement-principles) and act in accordance with the spirit of the Responsible Procurement Principles. You will forthwith notify citizenM in case of failure to comply with any of the standards and provisions set out in the Responsible Procurement Principles and will inform citizenM of the measures it has taken to remedy such failure within 30 days after the notification.
- 10.3 <u>Governing Law</u>. This Agreement will be governed by and interpreted pursuant to laws of the Netherlands excluding any laws regarding the choice or conflict of laws.
- 10.4 <u>Disputes</u>. All disputes arising from or in relation to this will be settled exclusively:
 - (a) if your place of business is in the European Union, by the competent court in The Hague, the Netherlands;
 - (b) if your place of business is outside of the European Union, by arbitration. The arbitration will be conducted in accordance with the rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The place of arbitration will be The Hague, the Netherlands. The arbitration will be conducted in the English language. There will be one arbiter which will be appointed in accordance with the list procedure provided for in article 14 of the rules. The arbiter will decide on the basis of the law of the Netherlands.
- 10.5 <u>Assignment</u>. You may not assign this Agreement, in whole or in part, without the prior written consent of citizenM. This Agreement will insure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
- 10.6 <u>Severability</u>. If any provision of this Agreement is held to be invalid, void, unenforceable, or unconstitutional by a court of competent jurisdiction, the remaining provisions shall continue in full force without being impaired or invalidated.
- 10.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to such subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
- 10.8 Survival. The following sections will survive termination of this Agreement: 1, 5, 7, 8, 9 and 10.
- 10.9 <u>Execution</u>; <u>Counterparts</u>. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one single agreement between the parties hereto. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

Effective Date: 09 September 2020

EXHIBIT A List of participating citizenM Hotels

citizenM Schiphol

citizenM Amsterdam South

citizenM Amstel Amsterdam

citizenM London Shoreditch

citizenM London Bankside

citizenM London Tower of London

citizenM New York Times Square

citizenM New York Bowery

citizenM Boston North Station

citizenM Rotterdam

citizenM Zurich

citizenM Copenhagen Radhuspladsen

citizenM Geneva

citizenM Paris Charles de Gaulle

citizenM Paris Gare de Lyon

citizenM Paris la Défense

citizenM Glasgow

citizenM Seattle South Lake Union

citizenM Washington DC Capitol Hill

EXHIBIT B – Protected Keywords

Core Keywords

citizenm,

citizenm hotel,

citizenm hotels,

citizenm amsterdam amstel,

citizenm amsterdam amstel hotel,

citizenm amsterdam amstel,

citizenm amsterdam airport,

citizenm amsterdam airport hotel,

citizenm amsterdam schiphol,

citizenm amsterdam schiphol hotel,

citizenm amsterdam zuid,

citizenM Amsterdam South Hotel,

citizenM Amsterdam South,

citizenM Amsterdam,

citizenM Amsterdam hotel,

citizenM Amsterdam hotels.

citizenm rotterdam,

citizenm rotterdam hotel,

citizenm london,

citizenm london hotels,

citizenm london hotel,

citizenm london tower,

citizenM Tower of London Hotel,

citizenM Tower of London,

citizenm bankside,

citizenm bankside hotel,

citizenm shoreditch.

citizenm shoreditch hotel,

citizenm paris,

citizenm paris hotel,

citizenm paris hotels,

citizenM Paris Gare de Lyon hotel,

citizenM Paris Gare de Lyon,

citizenm gare de Iyon,

citizenm paris charles de gaulle airport,

citizenm paris charles de gaulle airport hotel,

citizenm paris charles de gaulle airport,

citizenm charles de gaulle,

citizenm charles de gaulle hotel,

citizenm la defense,

citizenm la defense hotel,

citizenm la defense paris,

citizenm paris la défense,

citizenm la defense paris hotel,

citizenm copenhagen,

citizenm copenhagen hotel,

citizenM Copenhagen Rådhuspladsen,

citizenM Copenhagen Rådhuspladsen hotel,

citizenM Glasgow Hotel,

citizenM Glasgow,

citizenm switzerland.

citizenm switzerland hotel,

citizenm switzerland hotels,

citizenM Zürich,

citizenM Zürich hotel,

citizenM Zürich hotels,

citizenM Geneva,

citizenM Geneva hotel citizenM Geneva hotels. citizenM Boston North Station hotel, citizenM Boston North Station, citizenM Boston hotel, citizenM Boston hotels, citizenM Boston, citizenm new york, citizenm nyc, citizenm ny, citizenm new york hotel, citizenm new york hotels, citizenm new york bowery, citizenm new york bowery hotel, citizenm nyc bowery, citizenm new york times square, citizenm new york times square hotel, citizenm new york times square hotels, citizenm nyc times square citizenM Seattle South Lake Union hotel citizenM Seattle South Lake Union hotels citizenM Seattle citizenM Seattle hotels, citizenM Seattle hotel, citizenm washington dc, citizenm washington dc hotel, citizenm washington dc hotels, citizenm washington, citizenm washington hotel, citizenm washington dc hotels, citizenM Taipei North Gate, citizenM Taipei North Gate hotel, citizenM Taipei hotel, citizenM Taipei hotels, citizenM Taipei, citizenM Kuala Lumpur Bukit Bintang hotel, citizenM Kuala Lumpur Bukit Bintang, citizenM Kuala Lumpur Bukit hotel, citizenM Kuala Lumpur Bukit hotels, citizenM Kuala Lumpur Bukit hotel, citizenM Kuala Lumpur hotel, citizenM Kuala Lumpur,

or any other keywords related to any citizenM brand or property name.

- Do not bid or appear on extended (or hybrid) brand searches e.g. citizenM hotel, citizenM discount code, citizenM vouchers code, etc.
- Do not bid or appear on misspells (or variations) of brand searches e.g. citizens M, citienM
- To avoid any broad matching issues, you must add all our brand terms as negative keywords in every paid search activity.
- Do not use the citizenM trademark in any paid search activity, whether in ad text, copy or display URLs.
- Do not use any confusing similar domains like citizenmhotels.com as either the destination URL or the display URL.
- Do not perform direct linking PPC activity to the citizenM website, including using citizenM website as a display LIRI
- Do not send traffic through automatic redirects on a website page.
- Do not use the brand name (including misspells and variations) as a subdomain.
- The above PPC points apply in all languages.

EXHIBIT C

List of excluded citizenM Hotels

Unfortunately, some of our hotels have opted out of the affiliate program. This means you can not earn commission from these hotels. We will track the sales, but they will be declined or approved at 0% commission. The hotels are:

citizenM Taipei North Gate citizenM Kuala Lumpur Bukit Bintang citizenM Shanghai Hongqiao