

BABYSITTER DECLARATION AND WARRANTIES APPLICABLE TO A NATURAL PERSON AND/OR LEGAL ENTITY.

With the signature of the referring document the undersigner is stating that:

- A Liability Insurance is valid and enforceable upon signature and during the period services are rendered; **Copy attached.**
- The undersigned declares and warrants that holds a valid and effective license to perform the babysitter activity as required by the applicable regulation.
- The babysitter company undertakes psychological evaluations to his/her employees, child care training and first aid training.
- If the undersigner is a natural person it declares that it has child care studies and is duly trained for first aid situations.
- The undersigner has all the permits, license and authorization to carry the babysitter activity directly and/or through its employees and warrants to keep those valid without any limitations.
- The undersigner will request to the parents the completion of a formular containing at least specific information about the child:
 - o contact details in case of emergencies
 - o allergy information
 - o diet information
 - o relevant medical information
 - o among other information at the discretion of the undersigner
- The undersigner is responsible for the service and assistance provided to the child
- The undersigner acknowledges that there is no contractual nor employee relation with NH Hotel Group, S.A. or any of its subsidiaries being the undersigner fully responsible for its duties and obligations of his/her employees as babysitter service provider.
- The undersigner ensures at all times to process personal identifiable information in accordance with the data protection regulation as per the information provided in the request formular.
- The undersigner has all the knowledge and experience necessary to provide the babysitter services, which will be perform under her sole responsibility and risk.
- The undersigner will hold harmless the Hotel and NH Group from all liability arising from any kind of accident or damage that may occur to the guests, their children and / or the hotel as a result of the services provided.
- The undersigner will invoice to the parents for the babysitter service provided.
- The undersigner as a provider of the babysitting services hereby agrees to waive and hereby waives all claims against the Hotel, the NH Hotel Group, S.A. its subsidiaries, agents, employees, volunteers, representatives, officers, directors (the 'Indemnitees'), for injuries or damages caused by, arising out of or relating to the child or children's participation in the babysitting services offered by the undersigner whether caused by, arising out of or relating to negligence of the undersigner or otherwise. The undersigner further agrees to indemnify, save and hold Indemnitees harmless from any loss, liability, attorney fees, damage or cost that they (or any of them) may incur out of or related to the babysitting services offered by the undersigner whether caused by the negligence of the undersigner or otherwise.

- The undersigner ensures compliance with data protection regulation as per the information provided in the request formular.
- The undersigner is the controller and sole responsible to gather and treat personal data for the rendering of the service and shall comply with duty of information and rights according with the data protection regulation in place specially with all the rights and duties related to children and health information.

Hereby the undersigner in agreement thereto sign in (insert country).....
on the (date) of (month) 2017.

(Signature)

Legal representative name

.....

Company name

Fiscal number.....

Address.....

.....

(Signature)

Natural person: Mr/Mrs.....

ID Number.....

Address.....

.....

We hereby inform you that the personal data that you are providing to us shall be included in a file, duly registered at the General Registry of the Spanish Data Protection Agency, owned by NH Hotel Group SA, holder of Spanish Tax I.D. A-28.027.944, with registered office in Santa Engracia street, nº 120, 7ª 28003 Madrid (hereinafter, "NH"). The purpose of the data processing shall be in order to contact you as a service provider. By accepting this data protection clause, you consent expressly that your personal data may be assigned to NH group companies (which you can consult in the following web www.nh-hotels.com. The purpose of said assignment will be that those NH group companies could contact you as a service provider. Moreover, NH informs you that the personal data provided by you may be transferred to companies belonging to NH Group which may be located outside of the European Economic Area (EEA), including certain countries that do not offer a comparable level of protection to that offered by European Data Protection Authorities. NH informs you that you may send your communications and exercise your Rights of Access, Rectification, Cancellation and Opposition by sending an email to dataprotection@nh-hotels.com . To exercise said rights you must provide proof of your identity by sending a photocopy of your official identity document approved by law. Additional information on the protection of personal data can be found in NH Privacy Policy. You may consult Privacy Policy any time in NH website (www.nh-hotels.com).