

1. TERMS OF SALE, SUPPLY AND PROVISION OF SERVICES

The following terms of sale, supply and provision of services shall constitute the general terms and conditions of (**General Terms**) of the World Kinect Corporation Aviation group of companies (collectively, **World Fuel Services**) which includes but is not limited to World Fuel Services, Inc., World Fuel Services Europe Ltd, World Fuel Services Aviation Ltd, World Fuel Services Trading DMCC, World Fuel Services (Singapore) Pte Ltd, World Fuel Commodities Services (Ireland) Limited, World Fuel International S.R.L., World Fuel Services Canada, ULC, MH Aviation Services (Pty) Ltd, Universal Mission Support Company, LLC and such other entities which form a part of or may be added to the World Kinect Corporation Aviation group of companies from time to time and their respective trade names, subsidiaries, affiliates and branch offices. Unless otherwise agreed in writing, the General Terms shall apply to every sale of aviation products and services, entered into between any World Fuel Services entity as a seller (the **Seller**) and a buyer (the **Buyer**) of such products and/or services.

2. DEFINITIONS

The following terms, when capitalized, shall have the meaning defined hereinafter, unless the context otherwise requires:

Affiliate or Affiliated Companies: as used herein, any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more.

Agreement: an agreement for the sale and purchase of aviation fuel formed of the Special Provisions together with these General Terms.

Anti-Bribery and Corruption Laws: means, regardless of whether they may be directly applicable to a party, as a minimum, the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (each as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit fraud and tax evasion or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities or other benefits to, any government official or any other person.

Buyer's Aircraft: the aircraft owned, leased, operated by or on behalf of Buyer or Buyer's Affiliated Companies.

COF means voluntary emission reduction units or credits issued as part of a carbon offset registry program for the reduction of 1 tonne of CO₂ or its equivalent when converted into the applicable units for the sale and purchase of fuel (e.g. gallons of fuel), and may include, in the Seller's sole discretion, one or more of the following classes of units or credits: (a) Gold Standard Verified Emission Reduction; (b) Verified Carbon Standard; (c) ISO14064 CDM; or (d) any other class of carbon credits.

Conventional Aviation Fuel: Aviation fuel that is produced from fossil-based materials derived from crude oil, natural gas liquid condensates, heavy oil, shale oil, and oil sands, that meets the specifications laid out in clause 3.1(a).

Losses: means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs, attorneys' fees and reasonable professional costs and expenses) and damages of whatever nature.

Seller Associates: means collectively, the Seller and its associates, affiliates, subsidiaries, representatives, contractors, sub-contractors, and their respective directors, officers, managers, partners, employees, agents and volunteers.

Services: means the services agreed to be provided by the Seller to the Buyer in the Agreement.

Special Provisions means the written commercial terms, invoice, purchase order, contract or other form of written agreement or confirmation between the Seller and the Buyer in which, by reference, these General Terms are incorporated to form the Agreement.

Trade Laws: Regardless of whether they may be directly applicable to a party, as a minimum, Trade Laws includes all sanctions, embargoes, or other trade restrictions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC, including the OFAC Specially Designated Nationals List (SDN List)), the U.S. Department of State, the United Nations Security Council, the European Union, HM Treasury, or any other applicable authority or regulatory body.

3. FUEL

- 3.1. Quality. The Seller warrants that any aviation fuel or gasoline ("Fuel") supplied shall meet one of the following specifications, as specified in the relevant purchase order or other written agreement accepted by Seller:
- (a) For Conventional Aviation Fuel:
- ASTM Standard Specification D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue;
 - British Ministry of Defence Standard DEF STAN 91-91 Turbine Fuel, Aviation, "Kerosene Type", Jet A-1, latest issue;
 - Canadian specification Can/CGSB-3.23-97, Aviation Turbine Fuel Jet A / Jet A-1, latest issue;
 - Chinese No. 3 Jet Fuel (GB6537);
 - Russian Fuels RT + TS-1 (GOST 10227-86) & Jet A-1 (GOST R52050); or
 - Mexican Turbine Fuel Normative, NMX-L-004-1194-SCFI.
- (b) If Aviation Gasoline: ASTM D-910 latest revision Grade 100LL and 100; or Def Stan 91-90 Grades 100LL and 100.
- 3.2. Quantity. All quantities of Fuel purchased for the Buyer's account shall be measured and determined based upon meter readings at the delivery location. No adjustment for ambient temperature shall be made to Fuel quantities, unless otherwise determined by the Seller in its sole discretion. Notwithstanding acceptance of the Buyer's order, the Seller's obligation to supply such quantities shall be subject to availability of Fuel from the Seller's contemplated source of supply at the time and place delivery is requested.
- 3.3. Inspection. Subject to approval by applicable authorities, the Buyer shall have the right, at its own expense, to inspect or test, to the extent practicable, at the time of Fuel delivery, any Fuel purchased pursuant to the Agreement prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in clause 3.1 or any applicable purchase order or other written agreement, the Buyer shall have the right, by prior written notice to Seller, to either reject such Fuel or require its correction. Fuel that does not conform to applicable specifications shall be corrected or removed at the expense of the Seller after receiving written notice of non-conformity; provided that the Seller shall be given the opportunity to inspect such non-conforming Fuel and that such Fuel has not been altered, combined with other products, stored or used in violation of applicable industry standards. Removal of Fuel under any other circumstances shall be at the Buyer's sole expense. The Buyer WAIVES any claim of non-conformity for quality, quantity or otherwise unless the Buyer's claim is submitted to Seller in writing within fifteen (15) days after delivery. In any event, should any claim submitted by the Buyer within the foregoing time limits not be settled to the Buyer's satisfaction in a commercial manner, any legal proceedings by Buyer thereon shall be formally waived and time barred unless commenced under clause 18 within one (1) year after the delivery date or, in respect of claims related to non-delivery, within one (1) year after the scheduled delivery date.
- 3.4. Delivery, Title and Risk of Loss. Subject to the terms and conditions of clause 9, delivery of Fuel shall be deemed complete and title to and risk of loss, damage, deterioration, depreciation, evaporation and shrinkage of Fuel shall pass to Buyer when Fuel passes, as applicable, (a) the flange of Seller's or its agent's delivery equipment, (b) the first flange connection of the receiving storage system or (c) the inlet coupling of the receiving aircraft.
- 3.5. Specific Gravity or Density Measurement. Upon Buyer's request, the Seller or a representative, agent, subcontractor or Third Party Vendor may provide the most current specific gravity or density measurement of Fuel from airport storage, or provide the Buyer with appropriate devices to measure Fuel at the Buyer's Aircraft. Notwithstanding the foregoing, the Buyer shall not hold the Seller responsible for any claims or expenses related to the Seller providing the specific gravity or density measurement or such devices, except to the extent caused by the Seller's willful misconduct or gross negligence.
- 3.6. Sustainable Aviation Fuel. The World Kinect Corporation (Aviation) Terms and Conditions relating to Sustainable Aviation Fuel which are set out at: https://www.world-kinect.com/Aviation/Business_Aviation/pdf/WKC-SAF-Terms-and-Conditions.pdf shall apply to all sales of Sustainable Aviation Fuel (SAF) and to any transaction where the Buyer may be supplied with Sustainable Aviation Fuel (SAF) in connection with the Seller's obligations under the Regulation (EU) 2023/2405 of the European Parliament and of the Council of 18 October 2023 on ensuring a level playing field for sustainable air transport ("ReFuelEU Aviation") or similar other national mandate.

3.7. Carbon Offsets.

- (a) Unless governed by a separate written agreement between the parties hereto, the COFs ordered by the Buyer and retired by the Seller are governed by this clause 3.7.
- (b) The COFs will be set forth as a separate line item on invoices issued to the Buyer. As set forth in the applicable confirmation, the COF price, as well as price notification or quote, will be set by the Seller in its sole discretion and may differ from the price that the Seller paid for the COFs.
- (c) The Seller will certify to the Buyer, in writing, the permanent retirement of the COFs ordered by Buyer from the Seller. Any certificate issued to Buyer by the Seller in that regard is for informational purposes only and will provide the retirement details to the extent received by the Seller from the applicable registry.
- (d) The Seller warrants that (i) the COFs ordered by the Buyer will be permanently retired in the applicable registry by the Seller; and (ii) such COFs have not been sold or transferred to another party by the Seller.
- (e) Except as expressly set forth in clause 3.7(d), the Seller makes no representations, warranties or guaranties whatsoever relating to the COFs. It is expressly understood by the Buyer that the COFs to be retired by the Seller hereunder are not part of any renewable energy certificate program or any other regulated carbon emission compliance programme and are not part of any renewable portfolio standard or any other local, state, provincial, federal, national or supranational law, rule, regulation or other governance regime for renewable or sustainable energy products.

4. **BUYER RESPONSIBILITIES**

- 4.1. Fuel. The Buyer and the Buyer's associates, affiliates, representatives, contractors, sub-contractors, directors, officers, managers, partners, employees, agents and volunteers (collectively, the **Buyer Associates**) shall be responsible for operating all appropriate switches, valves, and fuel quantity indicators on the Buyer's Aircraft, but if all or part of this function is carried out by or on behalf of the Seller, whether requested or otherwise, the Buyer shall indemnify the Seller and the Seller Associates on the terms set out herein. At the Buyer's request, and only where local airport regulations permit fuelling or defuelling of aircrafts while passengers are on board, such fuelling or defuelling may be undertaken by or on behalf of the Seller. In such instances, the Buyer hereby agrees to (a) provide an indemnity with respect to such activities on the terms set out in this clause 4, (b) ensure that the Buyer and all the Buyer Associates comply with the provisions of local airport regulations relating to the operation, (c) ensure that instructions regarding the safety of passengers are issued to and observed by all applicable the Buyer Associates, and (d) ensure that all passengers embarking or disembarking the Buyer's Aircraft are safely moved under the supervision of competent personnel via a safe route away from such operations and are actually prevented from smoking or causing any other potential source of ignition, and are prevented from lingering. The Buyer agrees to indemnify and hold the Seller and the Seller Associates harmless against all Losses that arise out of or are connected with actions or omissions in the performance by or on behalf of the Seller or the Seller Associates of any or all of the activities described in this clause 4.1, including without limitation, any damage to property, injury, death, sickness or ill health caused to or suffered by any of the Seller and/or Seller Associates and/or third party.
- 4.2. Services. The Buyer shall: (a) cooperate with the Seller in all matters relating to the Services and provide such access to the Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by the Seller, for the purposes of performing the Services; (b) respond promptly to any request from the Seller to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Seller to perform the Services in accordance with the requirements of the Services; (c) provide such materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 4.3. Buyer's Acts or Omissions. If the Seller's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Buyer or any Buyer Associate, Seller shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any Losses sustained or incurred by the Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 4.4. Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. The Seller shall, within a reasonable time after such request, provide a written estimate to the Buyer of: (a) the likely time required to implement the change; (b) any necessary

variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a **Change Order**). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the foregoing, the Seller may, from time to time, change the Services without the consent of the Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates agreed to by the Buyer and the Seller.

5. THIRD PARTY VENDORS

Fuel or Services delivered pursuant to the Agreement may be delivered by independent contractors, agents or third party vendors or service providers, including without limitation field transporters and into-plane agents (collectively, **Third-Party Vendors**). The Seller shall coordinate and make any arrangement for Fuel or Services with Third-Party Vendors, but the Seller does not undertake any obligations to supervise Third-Party Vendors' operations or investigate such Third-Party Vendors. The Seller shall not be liable for any Losses or penalties caused by the acts or omissions of such Third-Party Vendors.

6. PRICES

- 6.1. All prices are quoted in U.S. Dollars (or other applicable local currency as set out in any Special Provisions) and exclusive of all applicable Taxes (as defined below), which shall be invoiced as separate line items (unless otherwise set out in any Special Provisions). The Seller's failure to include any Tax(es) on an invoice shall not relieve the Buyer from liability therefor. In addition, the Seller may charge the Buyer for additional fees and charges specified in the Agreement, set forth in any written agreement between the Seller and the Buyer, in any quote provided to the Buyer, or as otherwise disclosed to the Buyer prior to or at the time of delivery of any Fuel or Services. The Seller may charge the Buyer a minimum volume processing fee of up to \$50 USD for fuel uplifts of less than 500 USG. Invoice amounts related to Services may not reflect the Seller's actual cost for third party services. Any supplier or provider rebates, discounts or incentives belong to the Seller. To the extent the price quoted is subject to currency conversion from the applicable local currency to US Dollars, the conversion shall be calculated by Seller in accordance with its usual business practice from time to time. In addition, should the transactions between Seller and Buyer involve currency conversion for any other reason whatsoever; such conversion will likewise be calculated in accordance with World Fuel Services' usual business practices. The rate provided in a quote to a Buyer is for guidance only.
- 6.2. The Seller reserves the right to increase or decrease prices at any time immediately upon notice to the Buyer. Notwithstanding any written agreement to the contrary, if the Seller's cost of supplying Fuel or Services to the Buyer increases as a result of the Seller being unable, or able only on commercially unreasonable terms, to obtain supplies of Fuel or Services from its normal sources and recognized routes for such supplies, or for any other reason outside the Seller's control, then the Seller shall have the right to increase the price payable by the Buyer at an affected delivery location, whether by the addition of a surcharge or otherwise, to reflect such increase in cost. The Seller shall notify the Buyer in writing of the price change which shall take effect from the date of the Buyer's receipt of the notice. If at the time of giving such notice, the Seller is unable to specify the amount of any surcharge applicable to a delivery location, the surcharge to be applied to that location shall be the Seller's best estimate of such amount and the necessary adjustment shall be made as soon as possible thereafter. If the Buyer is unwilling to accept the price change, the Buyer shall have the right, within ten (10) days of the date of Seller's notice, to give written notice to the Seller withdrawing the delivery location in question from the applicable delivery schedule or purchase order. Withdrawal of the delivery location shall be effective fifteen (15) days after the date of Buyer's notice of withdrawal.

Notwithstanding the provisions of this clause 6.2, any price change related to published "ex-refinery quotations" or any price change effected by or resulting from an official government notification (where the term "government" includes, without limitation, any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign) shall be effective from the date such quotation or notification takes effect, whether or not notice has been provided to Buyer.
- 6.3. The Buyer shall pay or reimburse the Seller for all charges invoiced to the Seller by Third Party Vendors for ancillary services procured by or on behalf of the Buyer and invoiced to the Seller. The Seller may charge an administration fee up to fifteen percent (15%) of the invoiced amount for all ancillary service charges from Third-Party Vendors that are processed by the Seller.
- 6.4. The Buyer shall be responsible for any fees invoiced to or incurred by the Seller as a result of the Buyer procuring and/or ordering/requesting Fuel and/or Services through third-party websites or service providers.

7. TAXES, DUTIES AND FEES

The Buyer is responsible for all applicable duties, taxes, assessments, fees, or other charges, including but not limited to tariffs, excise tax, duty, value added tax, goods and services tax, mineral oil tax, energy tax, sales tax, use tax or any other tax (excluding taxes on income) or government imposed charges, whether foreign or domestic, that now or in the future may be imposed directly or indirectly by any taxing authority or airport authority, on the production, manufacture, transportation, storage, sale, resale, use, delivery, exportation, importation or other handling of any commodity, or any component thereof, or on any feature or service related thereto (collectively **Taxes**). The Buyer will present the Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before passage of risk, pursuant to clause 3.4, necessary to satisfy the Seller's concerns in connection with any Taxes. The Buyer's failure to provide the Seller with such required documentation will result in the inclusion of all appropriate Taxes on applicable invoices and the recovery of any imposed Taxes will be the responsibility of the Buyer. The Buyer shall indemnify and hold the Seller and the Seller Associates harmless for Losses which Seller Associates may incur due to Buyer's failure to comply with this requirement. Furthermore, the Buyer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this clause 7 or to recover any amounts improperly paid to any governmental authority or other agency.

8. INVOICING, CREDIT AND PAYMENT TERMS

8.1. Invoicing. Seller shall invoice Buyer for all sums due for Fuel or Services sold pursuant to the Agreement. Seller's invoices shall be denominated in U.S. Dollars, unless otherwise agreed. If the prices of Fuel or Services invoiced to Seller are specified in currencies other than U.S. Dollars, those prices, together with any duty, tax, assessment, fee or charge (whether or not included in those prices) specified or incurred in a currency other than U.S. Dollars, shall be converted into U.S. Dollars as calculated by Seller in accordance with its usual business practice from time to time. In addition, should the transactions between Seller and Buyer involve currency conversion for any other reason whatsoever; such conversion will likewise be calculated in accordance with Seller's usual business practices. Any delay by Seller in invoicing Buyer shall not relieve Buyer of its payment obligations under the Agreement. Invoices sent by mail, fax, email or other electronic transmission shall all be considered original invoices.

8.2. Payment.

- (a) All payments shall be made prior to the delivery of any Fuel or Services. If, upon the Seller's written consent, the Buyer is not required to make any payments in advance, the Buyer shall pay all the Seller invoices on the earlier of (a) the due date specified on the applicable invoice or (b) thirty (30) days from the date of Fuel delivery or the provision of Services. All payments shall be made to the Seller account details indicated on the front of any applicable invoice in U.S. Dollars, unless otherwise agreed, by electronic funds transfer or wire transfer of immediately available funds. If payment is made via regular check rather than via electronic funds transfer or wire transfer, any such funds received shall not be applied to the Buyer's account until five (5) business days after receipt of such check by the Seller. If payment is received after 2:00 p.m. Eastern time, then the payment shall be deemed received the next business day. If a payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted other than a Monday, payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day. The Buyer and the Seller are responsible for their respective banking charges.
- (b) Notwithstanding any disputes regarding quality, quantity or any other matter, the Buyer waives any right of set-off or adjustment against payments due to the Seller hereunder. The Buyer shall initially pay the full amount due under any invoice and any disputes shall be resolved between the Buyer and the Seller after such payment has been made. Thereafter, any refund due by the Seller shall be paid to the Buyer. Without limiting the generality of the foregoing, in no event shall the Buyer have the right to withhold payment of any undisputed amounts or fees. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. All payments received from Buyer after an invoice is overdue shall first be applied to interest, legal collection costs and administrative fees incurred before they will be applied to the principal amounts on a subsequent delivery. Buyer may not designate application of funds to a newer invoice so long as there are any unpaid charges, interest, collection costs or administrative fees on a previous one. However, if more than one invoice is past due, Seller shall be entitled, at its sole discretion, to specify the particular invoice to which any subsequent payments shall be applied. Any waiver by the Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by the Seller of its right to impose such charges on other or subsequent deliveries. The Seller reserves the right to apply Buyer's payments to any outstanding invoices

or obligations of Buyer, as determined by the Seller in its sole discretion, without regard to the aging of any account. The Buyer agrees to pay, in addition to other charges contained herein, internal and external attorney's fees, costs and disbursements on a full indemnity basis for Seller's collection of any non-payment or underpayment, as well as any other charges incurred by or on behalf of Seller in such collection, including, but not limited to, the cost of bonds, fees, internal and external attorneys' fees associated with enforcing any lien, attachment or other available right, whether in law, equity or otherwise. For reasons of operational efficiency, the Seller may use subsidiaries and affiliates which are part of the World Kinect Corporation Group of Companies to invoice and collect payment on its behalf.

- 8.3. Waiver of Objections to Invoices. The Buyer shall have fully and irrevocably waived all objections to the Seller's invoices and the contents thereof unless, within thirty (30) days after receipt, the Buyer notify the Seller, in writing of its objection to such invoice, specifying in detail any alleged error(s) contained therein.
- 8.4. Credit.
- (a) Any individual transaction not requiring payment of cash in advance shall require credit approval by World Fuel Service's Credit Department. This approval, which will occur prior to delivery of Fuel, shall be construed as the binding act in a transaction and it is agreed that contract formation has occurred. To the extent that the Seller extends credit terms to the Buyer, and notwithstanding any terms to the contrary in any written agreement or purchase order, the Buyer's outstanding balance shall never exceed the credit limit specified by the Seller. Availability under the credit limit shall be calculated by adding the total of the invoiced balance, plus the good faith estimate of the dollar amount of uplifted Fuel and Services obtained and utilized but not yet billed to the Buyer, and subtracting same from the Buyer's total credit limit. The Buyer may request a weekly written or verbal estimate of any unbilled Fuel and Services obtained and the Seller shall provide such good faith estimate in response as soon as commercially practicable. Both the Buyer and the Seller hereby acknowledge that: (a) the good faith estimate is merely an estimate and can deviate from the actual unbilled amount, due to forces outside of either party's control, including but not limited to, charges and fees from third party vendors, and (b) the Seller shall not be liable for any delay in providing such estimate. Nonetheless, the Seller and the Buyer agree to be bound by the good faith estimates of the Seller as to the unbilled portion of the credit limit and the Buyer shall have no recourse against the Seller for any inaccuracies in the calculation thereof.
- (b) The Seller, at any time and for any reason in its sole discretion and at its sole option, have the right to modify or cancel the credit limit or credit terms provided to the Buyer at any time upon notice to the Buyer. The Seller, at any time and for any reason in its sole discretion and at its sole option, may require the Buyer to pay cash in advance of any future deliveries of Fuel or provision of Services; or may require the Buyer to post an irrevocable standby letter of credit or other security acceptable to the Seller, and may suspend all further deliveries of Fuel or provision of Services until such security is received. If such requested security is not received within the time specified by the Seller, then such failure shall be an event of default hereunder with respect to the Buyer, allowing the Seller to terminate or suspend the Agreement between the Buyer and the Seller and exercise any other remedies allowed by applicable law, equity or otherwise. The Buyer's compliance with the foregoing provision shall be a condition precedent to the Seller's obligation to deliver Fuel or provide Services under the Agreement.
- 8.5. Suspension or Termination. If the Buyer fails to make any payment in accordance with the terms of this Agreement or if the Buyer's outstanding balances exceed the applicable credit limit, or if the Seller, in its reasonable discretion, deems itself insecure with regard to the creditworthiness or financial condition of the Buyer at any time, the Seller shall have the right to terminate or suspend the Agreement between the Buyer and the Seller and exercise any other remedies allowed by applicable law, equity or otherwise.
- 8.6. Events of Default. If the Buyer fails to perform any of the terms of the Agreement and if such default is not cured within seven (7) days of giving written notice to the Buyer, then the Seller may immediately terminate the Agreement. In addition, the Seller may terminate the Agreement with immediate effect upon written notice to the Buyer, if the Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 8.7. Termination in accordance with clauses 8.4(b), 8.5 or 8.6, shall not waive the Buyer's obligation to pay in full for Fuel and/or Services received and shall not affect or prejudice any rights or obligations which have accrued or arisen under this Agreement prior to the time of termination.
- 8.8. In the event that there is a credit balance in favor of Buyer in Buyer's account with Seller due to any action or inaction of Buyer, Seller reserves the right to charge an administrative fee of 2% per month or at the highest rate permissible under applicable law, whichever is lower. In the event Seller remits Buyer's funds to any State or government entity as unclaimed property, Seller has no duty or obligation, by law, in equity, or otherwise, to repay

such funds to Buyer or to assist Buyer in the recovery of such funds. Buyer shall be solely responsible for retrieving any escheated funds directly from the relevant State or governmental authority.

9. SECURITY

- 9.1. **Liens.** In consideration of any credit terms extended to the Buyer and as security for the payment of amounts due from the Buyer to the Seller, the Buyer, either as owner of the aircraft or as duly authorized agent of the owner, hereby grants the Seller (a) a first priority security interest in the Fuel until the purchase price therefor (and any sum payable under any invoice) is paid in full and (b) a lien on and a security interest in each aircraft (including all engines and equipment) as to which Fuel or Services have been provided (collectively, the “**Collateral**”). The Collateral includes any aircraft described in the Buyer’s account application submitted to the Seller. The Agreement constitutes a security agreement for purposes of the Uniform Commercial Code. The Seller has the right to file any documents (including Uniform Commercial Code financing statements) relating to the Collateral, without the Buyer’s signature or consent, as may be necessary or appropriate to perfect the Seller’s security interest in the Collateral. In addition, the Buyer agrees to promptly sign any such documents if requested by the Seller. In the event of default on the part of the Buyer under the Agreement, the Seller shall have the right, in addition to all other rights and remedies available under law, in equity or otherwise, to retain and/or repossess and sell, without court order, the Collateral at public or private sale, and the Seller may be the purchaser at such sale for reasonable value. The Buyer shall be responsible to pay all reasonable attorneys’ fees and costs of repossession, insurance, storage and sale of the Collateral. In the event repossession occurs, the Buyer shall sign and deliver to the Seller documents of title to the Collateral (including a bill of sale and any existing certificate of registration). In the event of default, the Seller shall be authorized to retain and/or repossess the Collateral without demand and for this purpose to enter upon the premises where the Collateral is located and remove such Collateral. Seller shall, in addition, have all rights and remedies available under law, in equity or otherwise, by statute or otherwise, including the right to enforce any non-consensual or other lien arising by operation of law, by statute or otherwise.
- 9.2. **Set Off.** The Buyer acknowledges and agrees that the Seller may, without prejudice to its rights and remedies hereunder or at law or in equity, offset or net any amounts or payables owed by the Buyer or the Buyer’s Affiliates to the Seller against any amounts or payables owed by the Seller to the Buyer or to the Buyer’s Affiliates under this Agreement or any other agreement or transaction between the Seller and the Buyer or the Buyer’s Affiliates. The Buyer hereby waives any objection and shall not challenge such setoff rights hereunder in any proceeding or in connection with any claim or dispute with the Seller.

10. FUEL CARDS

- 10.1. **Fuel Cards.** The Seller may in its sole discretion issue fuel card(s) or charge cards to the Buyer (collectively, the **Cards**) to enable Buyer to purchase Fuel or Services, subject to availability, on credit at locations where the Seller does business. To the extent issued, the Cards shall be valid upon receipt and through the expiration date printed on their face. The Buyer acknowledges that the Cards are non-transferable and have been provided by the Seller for the Buyer’s exclusive use. No other person or entity is permitted to use the Cards for charges, identification, or for any other reason. By using the Cards, the Buyer agrees to the Agreement and to pay for all fees, interest and penalties billed to the Buyer’s account as a result of charges incurred by the Buyer and the Buyer Associates. Payment for such fees and other charges will be made in accordance with the Agreement. The Buyer shall be responsible for ensuring that the information printed on the Cards or relating to such Cards is and remains accurate. The Buyer’s failure to provide accurate information may cause Cards to be suspended. Furthermore, the Buyer agrees to notify the Seller immediately if a Card is lost or stolen, or if the Buyer suspects such Card is being used without its permission. The Buyer shall be responsible to pay for all charges incurred prior to such notification. Seller may in its sole discretion, revoke the Buyer’s right to use the Card at any time, with or without cause. Either the Seller or the Buyer may cancel the Cards at any time by providing thirty (30) days’ written notice to the other. Cancellation of the Card by either Party shall not relieve the Buyer of its obligation to make payment for any outstanding amounts owed to Seller.
- 10.2. **AVCARD.** AVCARD transactions, the use of the AVCARD and other cards issued by the Seller are subject to the AVCARD Charge Card General Terms and Conditions only, which are set out at https://www.wfscorp.com/Aviation/Business_Aviation/pdf/wfs-ba-avcard-tc.pdf.
- 10.3. **Seller Rewards.** Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Member, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-members/>

11. LIMITATIONS OF WARRANTY, LIABILITY AND INDEMNITY

11.1. Limitations of Warranties. **EXCEPT AS SPECIFICALLY PROVIDED IN CLAUSE 3.1 AND CLAUSE 12.1, THERE ARE NO GUARANTEES, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE. ANY SUCH WARRANTIES IMPLIED BY APPLICABLE LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE.**

11.2. Indemnity and Limitation of Liability.

(a) The Seller and the Buyer acknowledge and agree that the Agreement and the transactions consummated pursuant hereto and any applicable purchase order or agreement are not intended to benefit or create any rights or causes of action in or on behalf of any person other than the Seller and the Buyer. In that regard, the Buyer agrees to indemnify, defend and hold harmless the Seller, its Affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all Losses incurred by any such indemnitee as a result of any claim brought by any third party in connection with any Fuel and/or Services provided hereunder except to the extent such liabilities result directly out of the Seller's gross negligence or willful misconduct.

(b) **NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL TERMS, IN NO EVENT SHALL THE SELLER'S TOTAL LIABILITY FOR ANY CLAIMS OR LOSS, WHETHER ARISING FROM QUALITY, QUANTITY, ACCIDENT, DELAY, SPILL OR ANY OTHER CAUSE WHATSOEVER EITHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, FRAUD AND MANIFEST ERROR) OR AT LAW, EXCEED THE VALUE OF TEN TIMES THE PRICE OF THAT PORTION OF THE FUEL AND/OR SERVICES SOLD ON WHICH LIABILITY IS ASSERTED OR TEN MILLION UNITED STATES DOLLARS WHICHEVER IS THE GREATER. FURTHERMORE, NEITHER THE SELLER NOR ITS PHYSICAL SUPPLIER SHALL HAVE ANY LIABILITY TO BUYER UNDER OR IN CONNECTION WITH ANY TRANSACTION FOR (1) DELAY, (2) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (3) LOSSES CAUSED BY BUSINESS INTERRUPTION, (4) LOSS OF GOODWILL OR REPUTATION (5) ACTS OR OMISSIONS OF THIRD PARTY VENDORS, AND/OR (6) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORSEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF THE SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF PRODUCTS.**

11.3. Limitation on Claims. No action shall be brought against the Seller by the Buyer arising out of any purchase of Fuel or provision of Services under the Agreement more than one (1) year from the date of delivery of such Fuel or provision of such Services. If any time limits or time bars stated in these General Terms are found or judged to be unenforceable, then the minimum time limit or time bar permitted under the applicable law shall be deemed to apply.

12. REPRESENTATIONS AND WARRANTIES (TRIP SUPPORT SERVICES)

12.1. Limited Warranty. The Seller represents and warrants to the Buyer that it shall perform the Services related to trip support using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

12.2. Warranty Claims. The Seller shall not be liable for a breach of the warranty set out in clause 12.1 unless the Buyer gives written notice of the defective Services, reasonably described, to the Seller within thirty (30) days of the time when the Buyer discovers or ought to have discovered that the Services were defective.

12.3. Remedies. Subject to clause 12.2, the Seller shall, in its sole discretion, either: (i) remedy or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS CLAUSE 12.3 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN CLAUSE 12.1.**

13. NO RELIANCE

The Seller and the Buyer each recognize and acknowledge that: (a) it is acting as a principal; (b) the other party is not acting as a fiduciary or financial or investment advisor for it; (c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth herein; (d) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance,

guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) any transaction between the parties; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own business decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (f) its decisions have been the result of arm's length negotiations between the parties; and (g) each have a full understanding of all of the risks associated with the transactions entered into between the parties (economic and otherwise), and it is capable of assuming and willing to assume those risks.

14. MODIFICATIONS, RENEWALS AND EXTENSIONS

To the extent a term is specified in any written agreement or purchase order, such term may only be modified, renewed or extended pursuant to a separate written agreement between the parties, and no act or failure to act by either party shall have the effect of modifying, renewing or such agreement.

15. FORCE MAJEURE

15.1. The Seller shall not be in breach of nor have any liability for its failure to perform any obligation under the Agreement in the event that performance is prevented, hindered, delayed, or made more expensive as a result of any one or more of the following contingencies (**Force Majeure Event**), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect:

- (a) any act of God;
- (b) fire, accident or explosion;
- (c) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition;
- (d) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, cyberattack or civil commotion;
- (e) any hack, electronic intrusion, or other unauthorized access or manipulation of any computer, electronic data, or electronic system;
- (f) any pandemic, epidemic or quarantine restriction;
- (g) strikes (whether legal or not), labor disturbance, whether involving the employees of the Seller, the physical supplier or otherwise, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group;
- (h) compliance with or change of any applicable law or regulation, or a change, request or order of any governmental authority or agent or regulator;
- (i) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused;
- (j) shortage, cessation or reduction in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply;
- (k) any other cause whatsoever beyond the reasonable control of Seller or its physical supplier, whether or not foreseeable;
- (l) any determination that proceeding with a delivery would be a violation of the sanctions, laws or regulations of the United States, United Kingdom or the European Union or any other jurisdiction to which the affected party may be subject.

15.2. In the event that performance is prevented, hindered, delayed or made more expensive by such a Force Majeure Event, the Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

15.3. If there is any increase in the costs incurred or to be incurred by the Seller in supplying Fuel or Services due to factors which constitute a Force Majeure Event, the Seller reserves the right, at its option, to increase the price

charged for such Fuel or Services and/or to reduce or stop deliveries of such Fuel or Services.

- 15.4. The Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by the Buyer resulting from or in any way attributable to any of the foregoing Force Majeure Events.
- 15.5. The Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of the Seller.
- 15.6. If due to a Force Majeure Event, the Seller is unable to supply the Buyer's total requested amount of Fuel and/or is only able to perform part of its contractual obligations, the Seller shall have the right in its sole discretion to allocate its available Fuel and/or Services among its customers, departments and divisions in such manner as it may so determine.
- 15.7. In the event of a Force Majeure Event which last longer than thirty (30) consecutive days from the date of the Seller's notice to the Buyer, either Party may terminate the Agreement upon written notice to the other Party.
- 15.8. Nothing in this provision shall be deemed to excuse the Buyer from its obligation to make payments for Fuel ordered and/or received.

16. CONFIDENTIALITY, INFORMATION PROCESSING AND PRIVACY

- 16.1. Confidentiality. Unless consented to in writing by the Seller, the Buyer undertakes to keep confidential the terms of any transaction specific information, including but not limited to pricing information, except as required by applicable law, whereupon the Buyer shall, where lawfully permitted to do so, immediately advise the Seller of such disclosure.
- 16.2. Business Contact Data. The Buyer hereby acknowledges and agrees that during the Agreement, Buyer and Buyer's personnel may furnish the Seller with names, and business-related email addresses, telephone numbers and other business contact information pertaining to the Buyer personnel, and the Seller will collect, retain, disseminate, dispose, or otherwise use any such business contact information in accordance with the World Fuel Privacy Policy. The Buyer has the lawful authority to furnish any such business contact information to the Seller to be used and processed as described herein.
- 16.3. Credit Checks, Regulatory Compliance, and Sensitive Buyer Information. The Buyer acknowledges that certain aviation and fuel supply services furnished by the Seller involve critical infrastructure and key resources and are regulated by domestic and foreign laws and regulatory authorities, including transportation, customs, and energy-related laws and authorities. The Buyer hereby authorizes the Seller and its employees, attorneys, agents, successors and assigns to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning the Buyer's and guarantors' credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance coverage to be used and processed by the Seller to: (a) manage the Buyer's account(s); (b) confirm, update and enhance the Seller's Buyer records; (c) for statistical analysis; (d) establish any identity or otherwise as required under applicable law; (e) assess the Buyer's credit status on an ongoing basis; (f) collect any amounts due from the Buyer to Seller; and (g) otherwise as considered necessary or appropriate by the Seller to comply with the law or protect the Seller's legitimate business interests. In each case, the use of the information may continue after the Buyer has stopped purchasing Fuel or Services from the Seller, provided however, that any personal data related thereto will be deidentified and aggregated, where necessary and appropriate. In addition, the Buyer may be requested to provide further authorizations and disclosures, and satisfy other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements. The Seller may disclose information relating to Buyer and/or the Buyer's account(s) (including personal and confidential information) to: (i) credit reporting or reference agencies; (ii) any agent or sub-contractor of the Seller performing services in connection with the Buyer's account, including agents and attorneys collecting amounts due to the Seller; (iii) any person to whom the Seller proposes to transfer any of its rights and/or duties under the Agreement; (iv) any guarantor or person providing security in relation to the Buyer's obligations under the Agreement; (v) as required or permitted by law or any regulatory authority; (vi) Affiliates of the Seller who need the information to assist the Seller or their own business for the purposes set forth herein; and (vii) as otherwise considered necessary or appropriate by the Seller provided however, that any personal data related thereto will be deidentified and aggregated, where necessary and appropriate. Without prejudice to any other provisions for termination contained in the Agreement, all amounts due and owing by the Buyer to the Seller shall become due and payable immediately if any information provided by the Buyer to the Seller is inaccurate in any material respect or if any material information is omitted. Except as otherwise permitted in accordance with the limited purposes and disclosure authorizations set forth in this clause 16.3, the

Seller will process, transfer, and retain any personal data described in this clause 16.3 in accordance with the World Fuel Privacy Policy [<https://www.world-kinect.com/your-privacy-center/privacy-policy>].

- 16.4. Recording. The Buyer agrees and acknowledges that all communications between the Seller and the Buyer, including but not limited to website and online communications and engagements, telephone calls and e-mails, may be monitored and/or recorded for quality control, marketing and analytics and to ensure compliance with all applicable laws and regulations.
- 16.5. Trip Support/Data Processor Obligations. Notwithstanding any other clause in this Agreement, to the extent that the Seller is providing Trip Support-related Services to the Buyer that involves the Seller collecting, retaining, and processing aviation passenger information for and on the behalf of the Buyer, or similar services on behalf of the Buyer that are specifically targeted at processing personal data or where such processing constitutes a key element of the Seller's Services, then the parties shall comply with the Data Processing Agreement which can be found at: <https://www.world-kinect.com/your-privacy-center>.

17. APPLICABLE LAWS, ANTI-BRIBERY AND CORRUPTION, SANCTIONS AND HUMAN RIGHTS

- 17.1. Each party represents, warrants and covenants that in connection with this Agreement and the business resulting therefrom:
- (a) It shall comply with all applicable laws, statutes, and regulations from time to time in force.
 - (b) It has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate Anti-Bribery and Corruption Laws, and Trade Laws.
 - (c) It is aware of and shall comply with Anti-Bribery and Corruption Laws.
 - (d) It is aware of and shall comply with Trade Laws and will not engage in any transactions or activities that would cause the other party to violate Trade Laws applicable to it.
 - (e) It has maintained and will maintain adequate written policies, procedures and internal controls to comply with Anti-Bribery and Corruption Laws, and Trade Laws.
 - (f) In the event a party becomes aware it has breached an obligation in this clause 17, it will promptly notify the other party, subject to the preservation of legal privilege (if applicable).
- 17.2. Nothing in this Agreement shall require the Seller to perform any part of this Agreement or take any actions if, by doing so, the Seller would not comply with Anti-Bribery and Corruption Laws, and Trade Laws.
- 17.3. Each party represents that it will conduct its activities under the Agreement in a manner that complies with the UK Modern Slavery Act 2015, the United Nations Universal Declaration of Human Rights and any other applicable human rights laws.
- 17.4. Without limitation to any other available remedies, either party may terminate this Agreement immediately upon written notice to the other party at any time, if, in its reasonable judgment, the other party is in breach of clause 17.1(c) or 17.1(d).

18. GOVERNING LAW AND JURISDICTION

- 18.1. Legal Fees. In the event of any dispute between the parties relating to the Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses (including attorneys' fees) incurred in connection with such dispute, including but not limited to legal fees incurred prior to the commencement of proceedings as well as in addressing the entitlement to and amount of the at-issue costs and expenses.
- 18.2. Jurisdiction. The Agreement and any transaction order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to the Agreement (an **Action**), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of Florida (Miami Division), or, only if that court first finds that it lacks federal subject matter jurisdiction over the dispute, a state court of competent jurisdiction in Miami-Dade County, Florida and further agrees that any Action may be heard and determined in such Florida federal or state court. Disputes over payment and collection may be resolved, at Seller's option, in Florida courts or in the courts of any jurisdiction where the Buyer may have any asset or where jurisdiction is otherwise proper.

Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any Action in any such court. The Seller shall be entitled to assert its rights of lien or attachment or other rights, whether in law, equity or otherwise, in any country where the Buyer has any assets. The Buyer waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified mail, registered mail, or any other manner of delivery that provides for return receipt directed to the Buyer at its address set forth in the agreement or otherwise provided to Seller in writing.

- 18.3. Trial by Jury. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THE AGREEMENT**
- 18.4. Waiver of Immunity. To the fullest extent permitted by applicable law, the Buyer expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by the Seller against the Buyer or the Buyer's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle the Buyer to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of the Buyer's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which the Buyer or the Buyer's revenues and/or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction.
- 18.5. Deceptive Trade Practices. The Buyer hereby waives all causes of action and remedies to which the Buyer is or may become entitled under the Texas Deceptive Trade Practices Consumer Protection Act and the Florida Deceptive and Unfair Trade Practices Act.

19. GENERAL

- 19.1. Assignment. The Buyer shall not assign, transfer, delegate or novate the Agreement or any right or obligation arising hereunder, in whole or in part, without the prior written consent of the Seller. The Agreement and any amounts due from the Buyer pursuant hereto may be assigned or pledged at any time by the Seller, in its sole discretion, without prior notice to, or consent of, the Buyer. Fuel and Services may be provided by contractors, agents, subcontractors, Third-Party Vendors or an Affiliate of the Seller. In any transaction hereunder, the Affiliate issuing the invoice to the Buyer shall be deemed the seller of the Fuel and/or Services (the **Responsible Party**) for all purposes hereunder, and shall be the sole defendant and responsible party in any Action by the Buyer relating to such transaction or otherwise arising hereunder. The Buyer shall look only to the Responsible Party for performance hereunder, and for claims or damages arising from any breach of the Agreement, and no other party shall be liable hereunder. In any Action to collect amounts due hereunder, or to otherwise enforce the terms hereof, the Responsible Party (or the party which has been assigned the invoice or account receivable in question) shall be the only necessary party in such Action, and no other party shall be required to join in such Action or be a party thereto.
- 19.2. Waiver and Amendment. No amendment or waiver, whether partial or whole, of the Agreement or any provision hereof shall be effective unless agreed in writing by the Seller. Any written waiver, whether partial or whole, by the Seller on one occasion shall not constitute an effective waiver of any right or remedy available at law, in equity, or otherwise, including any right or remedy contained in the Agreement on a subsequent occasion, regardless of presentment of the same issue or matter, unless expressly provided for in the prior written waiver. No remedy referred to in the Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to the Seller at law or in equity. All remedies under the Agreement survive termination of the Agreement. Failure or delay by the Seller to enforce any right, power or privilege hereunder will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. The Seller has the right to amend the Agreement at any time without notice to the Buyer.
- 19.3. Severability. If any provision of the Agreement is deemed invalid, void or unenforceable then the remainder of the Agreement shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.
- 19.4. Headings. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting the Agreement.
- 19.5. Notices. All claims, notices and other communications hereunder required to be in writing, shall be deemed to have

been duly given to the Seller when received by the Seller via email at legalnotices@wfscorp.com and, unless otherwise agreed by the Seller in writing, a copy of any such communication shall also be sent to the Seller via certified or registered mail or by overnight courier at the following address: 9800 NW 41st Street, Miami, Florida 33178, USA, Attention: General Counsel. Unless otherwise provided in this Agreement, any communication by the Seller to the Buyer shall be effective if sent by certified or registered mail, overnight courier or by email to the address of the Buyer set out in the Agreement, appearing on any invoice issued pursuant to this Agreement or provided by the Buyer in the account application submitted to the Seller. Any alterations by the Buyer to the contacts or addresses so provided shall be effective only upon written notice to the Seller.

- 19.6. Advertising. A party shall not, without the prior written consent of the other party, use the name or any trade name or registered trademark of the other party or any Affiliate of the other Party in any advertising or communications to the public in any format except as necessary to perform its obligations hereunder, nor shall a Party make publicity releases or announcement regarding the Agreement. Each party shall cause its employees and agents to comply with these requirements.
- 19.7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, **Intellectual Property Rights**) in and to all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performing the Services (collectively, the **Deliverables**) except for any confidential information of the Buyer or the Buyer materials shall be owned by the Seller. The Seller hereby grants the Buyer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Buyer to make reasonable use of the Deliverables and the Services.
- 19.8. Entire Agreement. The Agreement shall constitute a binding agreement between the Seller and the Buyer, and their respective successors and assigns, with respect to the subject matter of the Agreement and shall supersede any prior agreements or understandings, whether oral or written, between the Seller and the Buyer with respect to such subject matter. The Seller and the Buyer acknowledge that they are not relying upon any representations or statements except as specifically set forth herein.
- 19.9. Conflict. If there is any inconsistency or conflict between the Special Provisions and these General Terms, the Special Provisions shall prevail for purposes of that particular transaction with the exception of clauses 9, 18 and 19.8 which can only be modified if agreed in writing and signed by both the Buyer and the Seller. If there is a conflict between the Agreement and any additional, different or conflicting terms or conditions incorporated into any acknowledgment, invoice, purchase order or other document issued by the Buyer hereafter or contemporaneous herewith, the Agreement shall prevail.
- 19.10. No ambiguity. No ambiguity in any provision of these General Terms or any Special Provisions shall be construed against a party by reason of the fact it was drafted by such party or its counsel. Acceptance of, or acquiescence in, a course of performance rendered under these General Terms or any Special Provisions shall not be relevant or admissible to determine the meaning of the General Terms or Special Provisions, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. The General Terms and any Special Provisions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, and successors.