



## DATA PROCESSING AGREEMENT

This Data Processing Agreement (the “**DPA**”) is intended to supplement the Master Services Agreement, Terms and Conditions, Terms of Service, order form, or any other licensing agreement or contract (“**Master Agreement**”) between (i) World Kinect Corporation (formerly known as World Fuel Services Corporation) and/or an Affiliate thereto (each such company, as applicable, referred to herein as “**World Kinect**”), and (ii) the other legal entity identified in the Master Agreement that accepts or agrees to this DPA (“**Customer**”). For purposes of this DPA, World Kinect and Customer may be referred to individually as a “**party**” and collectively as the “**parties**.” In the event of a conflict between this DPA and the Master Agreement, the terms and conditions set forth in this DPA shall supersede and control with respect to such conflict. Any capitalized term that is used, but not otherwise defined, herein shall be ascribed the meaning set forth in the Master Agreement.

THIS DPA REFLECTS EACH PARTY’S UNDERSTANDING AND AGREEMENT WITH REGARD TO THE PROCESSING OF CUSTOMER PERSONAL DATA BY WORLD KINECT FOR, OR ON THE BEHALF OF, CUSTOMER. THIS DPA REPLACES AND SUPERSEDES ANY AND ALL PREVIOUSLY AGREED UPON TERMS AND CONDITIONS WITH RESPECT TO THE PROCESSING OF CUSTOMER PERSONAL DATA.

### 1. **DEFINITIONS**

1.1. **Affiliate** means any person that is directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, one of the parties hereto. For purposes of this definition, “**Control**” shall mean possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, and operations of a person, whether through ownership of voting securities or by contract.

1.2. **California Consumer Privacy Act (“CCPA”)** means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 and any other applicable amendments (codified at Cal. Civ. Code § 1798.100 et seq.), and includes any and all implementing regulations thereto.

1.3. **Customer Personal Data** means the Personal Data that World Kinect Processes on behalf of Customer.

1.4. **Canadian Data Protection Law** means all privacy and data protection legislation in Canada, and all regulations thereto, each as amended from time to time, including where applicable the following: the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 (Federal) and/or any similar or successor federal data protection legislation applicable to the processing of Personal Data by organizations in Canada; An Act respecting the protection of personal information in the private sector, R.S.Q., c.P-39.1 (Quebec); the Personal Information Protection Act, SA 2003, c P-6.5 (Alberta); the Personal Information Protection Act, SBC 2003, c 63 (British Columbia); and An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Data Protection and Electronic Documents Act and the Telecommunications Act. S.C. 2010, c. 23.

1.5. **Data Controller** means an entity that determines the purposes and means of the Processing of Personal Data.

1.6. **Data Processor** means an entity that Processes Personal Data on behalf of a Data Controller.

1.7. **Data Protection Law** means all laws, statutes, and regulations applicable to the Processing of Customer Personal Data under the Master Agreement, including (when applicable) Canadian Data Protection Law, CCPA, the GDPR, and the United Kingdom (UK) Data Protection Act 2018.

1.8. **Data Subject** means an identified or identifiable individual whose Personal Data is being Processed by World Kinect.

1.9. **Documented Instructions** means the Processing terms and conditions set forth in the Master Agreement, this DPA, and any applicable and mutually agreed upon statement of work or similar work order issued thereunder describing Processing responsibilities.

1.10. **European Union (EU) Standard Contractual Clauses** means standard contractual clauses adopted by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

1.11. **General Data Protection Regulation (“GDPR”)** means the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and all applicable European Union (EU) Member State legislation implementing the same.

1.12. **Personal Data** means any information or data that, alone or in combination with other information or data, can be used to reasonably identify a particular individual, household, or device, and is subject to, or otherwise afforded protection under, an applicable Data Protection Law.

1.13. **Process, Processing, or Processes** means any action



performed on Customer Personal Data, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transfer or otherwise making available, alignment or combination, restriction, deletion, or destruction.

1.14. **Security Event** means any actual or reasonable degree of certainty of unauthorized access, use, loss, acquisition, exfiltration, or disclosure of unencrypted Customer Personal Data. A Security Event does not include an Unsuccessful Security Incident.

1.15. **Services** means products or services provided by World Kinect to Customer pursuant to the Master Agreement that involves World Kinect Processing of Customer Personal Data on behalf of Customer.

1.16. **Third-Party Sub-Processor** means any third-party organization engaged by World Kinect to Process Customer Personal Data on its behalf.

1.17. **United Kingdom (UK) Addendum** means the International Data Transfer Addendum to the EU Standard Contractual Clauses (B.1.0) issued by the UK Information Commissioner's Office under S119A(1) Data Protection Act 2018, in force 21 March 2022, and as may be amended or replaced by the UK Information Commissioner's Office or/and Secretary.

1.18. **Unsuccessful Security Incident** means an unsuccessful attempt or activity that does not compromise the security of Customer Personal Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial-of-service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

## **2. SCOPE AND APPLICABILITY; OWNERSHIP**

2.1. **Scope; Applicability.** This DPA applies where and only to the extent that World Kinect Processes Customer Personal Data for or on the behalf of Customer in the course of providing Services pursuant to the Master Agreement. Notwithstanding expiry or termination of the Master Agreement, this DPA will remain in effect until, and will automatically expire upon, deletion or return of all Customer Personal Data by World Kinect to Customer.

2.2. **Data Ownership.** As between Customer and World Kinect, Customer owns the Customer Personal Data and all Customer Personal Data shall remain the property of Customer. Customer hereby grants and agrees to grant to World Kinect and its Affiliates a worldwide, non-exclusive, sublicensable, royalty-free right and license to Process the Customer Personal Data to the extent reasonably necessary to provide, monitor, and modify

the Services or as otherwise set forth herein.

## **3. PROCESSING DETAILS; DISCLAIMERS**

3.1. **Roles and Responsibilities.** For the purposes of this DPA, (i) where Customer is considered a Data Controller, then World Kinect shall be considered a Data Processor, and (ii) where Customer is considered a Data Processor, then World Kinect shall be considered a Sub-Processor, provided that in either of the foregoing circumstances, World Kinect shall Process any Customer Personal Data only in accordance with the Documented Instructions, unless required to do otherwise by law. In the event World Kinect is compelled by law to Process Customer Personal Data other than in accordance with the terms and conditions set forth in the Documented Instructions, World Kinect shall notify Customer of that legal requirement prior to Processing, unless such notification is expressly prohibited by law. Additional Processing by World Kinect outside the Documented Instructions, if any, will require prior written agreement between World Kinect and Customer.

3.2. **Details of Processing.** The subject matter, duration, nature, and purpose of the Processing, the types of Customer Personal Data, and the categories of Data Subjects covered by this DPA are set forth in the Master Agreement and this DPA, including Annex I, and, when necessary, supplemented in an additional statement of work or similar work order executed between the parties. The parties agree that Customer is solely responsible for determining the types of Customer Personal Data uploaded to, and used within, the Services.

3.3. **CCPA Disclaimer.** Each party acknowledges and agrees that the disclosure of Customer Personal Data to the other does not constitute, and is not the intent of either party for such disclosure to constitute, a Sale or Sharing of Customer Personal Data, and if valuable consideration, monetary or otherwise, is being provided by either party, such valuable consideration, monetary or otherwise, is being provided for the rendering of Services and not for the disclosure of Customer Personal Data. World Kinect (i) shall not collect, retain, use, or disclose Customer Personal Data for any purpose (including for any commercial purpose) other than for the specific purpose of performing the Services, unless otherwise required by law, (ii) shall not Sell or Share Customer Personal Data, except as necessary to satisfy its obligations under the Master Agreement, (iii) shall not collect, retain, use, or disclose Customer Personal Data outside the direct business relationship between World Kinect and Customer, unless expressly permitted by law, and (iv) shall, at Customer's reasonable request, cease any unauthorized Processing of Customer Personal Data and grant Customer authorization to assess and remediate any such unauthorized Processing. This DPA is World Kinect's certification, to the extent the CCPA or any other applicable Data Protection Law requires such a certification, that World Kinect understands and will comply with the Processing limitations with respect to Customer Personal Data that are reasonable and set forth in the



Documented Instructions. The parties acknowledge and agree that the “business purpose” for which World Kinect Processes Customer Personal Data is to provide the Services as defined in the applicable Master Agreement. For purposes of this Section 3.3 only, the terms “Business,” “Service Provider,” “Personal Information,” “Sale,” and “Sell” shall have the same meaning as set forth in the CCPA (Cal. Civ. Code § 1798.140). The limitations set forth in this Section 3.3 shall not be interpreted to prevent World Kinect from complying with an applicable law, statute, regulation, or binding order of a governmental or regulatory body.

3.4. Canadian Law Disclaimers. World Kinect shall take all reasonable steps (including implementing the procedures necessary for compliance with the Master Agreement and this DPA) to ensure that World Kinect (i) shall not collect, retain, use, or disclose Customer Personal Data for any purpose (including for any commercial purpose) other than for the specific purposes of carrying out the Master Agreement and/or performing the Services, unless otherwise required by law, and (ii) shall allow Customer, on reasonable notice, to verify World Kinect’s compliance relating to confidentiality requirements in the Master Agreement and this DPA, provided any such verification shall not be permitted to disrupt World Kinect’s Processing activities or compromise the security and confidentiality of Personal Data pertaining to other World Kinect Customers. The term “Security Event” shall be interpreted to include a “breach of security safeguards” and a “confidentiality incident” as each of those terms are defined and used under Canadian Data Protection Law. Notwithstanding the foregoing, Customer agrees that it is aware of inconsequential attempts that might occur on a frequent basis to penetrate computer networks or servers (e.g., scans, “pings” or other inconsequential attempts) of World Kinect and World Kinect is not required to furnish Customer with notice of incidents of this nature.

#### 4. CUSTOMER OBLIGATIONS

4.1. Accuracy; Compliance. Customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Law and the Documented Instructions it issues to World Kinect. Where Customer acts as a Data Controller under this DPA, Customer is solely responsible for (i) the accuracy, quality, and legality of Customer Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Law for the collection and use of Customer Personal Data, including obtaining any necessary consents and authorizations from Data Subjects or otherwise; and (iii) ensuring that the Documented Instructions comply with all applicable laws, statutes, and regulations, including applicable Data Protection Law. Where Customer acts as a Data Processor under this DPA, Customer represents it has executed terms and conditions with the applicable Data Controller requiring the Data Controller to acknowledge and agree that the Data Controller is solely responsible for the accuracy, quality, and legality of Customer

Personal Data; complying with all necessary transparency and lawfulness requirements under applicable Data Protection Law for the collection and use of the Customer Personal Data, including obtaining any necessary consents and authorizations from Data Subjects or otherwise; and, ensuring that the Documented Instructions comply with all applicable laws, statutes, and regulations, including applicable Data Protection Law.

4.2. Lawful Basis. Customer hereby represents to World Kinect that Customer has the legal authority and appropriate business purpose to provide World Kinect with any and all Customer Personal Data in conjunction with the Services, and when legally required, has obtained the consent from all applicable Data Subjects concerning the Processing described herein. Customer shall inform World Kinect, immediately and without undue delay (and in any event within seventy-two (72) hours) Customer is not able to comply with its responsibilities set forth in the Documented Instructions or if the Documented Instructions violate an applicable Data Protection Law, and in either such circumstance, World Kinect shall be permitted, upon notice to Customer, to immediately terminate the Master Agreement or to cease any Processing without being in breach of the Master Agreement.

4.3. Sufficiency. Customer is solely responsible for reviewing the Services, including any available security documentation and features, to determine whether they satisfy Customer’s requirements, business needs, and legal obligations. Customer is responsible for its use of the Services, including making appropriate use of the Services to ensure a level of security appropriate to the risk with respect to Customer Personal Data, securing its account authentication credentials, protecting the security of Customer Personal Data when in transit to and from the Services, taking appropriate steps to securely encrypt and/or back up any Customer Personal Data uploaded to the Services, and properly configuring the Services and using available features and functionalities to maintain appropriate security in light of the nature of the Customer Personal Data. World Kinect has no obligation to protect Customer Personal Data that Customer transmits, stores, or transfers outside of the Services (e.g., offline or on-premise storage).

#### 5. CONFIDENTIALITY; SECURITY

5.1. Confidentiality. World Kinect shall at all times maintain the confidentiality of all Customer Personal Data and ensure that individuals who are authorized to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.2. Information Security. World Kinect shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard Customer Personal Data, which shall include written policies describing its security controls and measures and the relevant



procedures and responsibilities of World Kinect personnel who have access to Customer Personal Data (“**Information Security Program**”). World Kinect shall designate a senior employee to be responsible for the overall management of World Kinect’s Information Security Program.

5.3. Updates. World Kinect may update, amend, or otherwise alter its Information Security Program at any time, provided that any such update, amendment, or alteration does not increase the likelihood of a Security Event or cause the Information Security Program to not meet the minimum standards set forth herein.

## 6. ASSISTANCE; COOPERATION

6.1. Requests. World Kinect shall, to the extent legally permitted, promptly notify Customer if World Kinect receives a request from (i) a government or regulatory authority regarding the Processing of, or seeking access to, Customer Personal Data (“**Government Data Request**”) or (ii) a Data Subject seeking to exercise a data protection right or privilege, such as the right to access or deletion (a “**Data Subject Request**”), and World Kinect shall, to the extent practicable, seek to direct the requestor to Customer. Taking into account the nature of the Processing, World Kinect shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfilment of Customer’s obligation to respond to a Government Data Request or a Data Subject Request. In addition, to the extent Customer, in its use of the Services, does not have the ability to address the Government Data Request or the Data Subject Request, World Kinect shall, upon Customer’s request, furnish commercially reasonable efforts to assist Customer in responding to such requests, to the extent World Kinect is legally required to do so. For the avoidance of doubt, Customer shall be fully responsible and liable for timely and appropriately responding to a Government Data Request or a Data Subject Request.

6.2. Impact Assessments; Consultation. Upon Customer’s request, World Kinect shall provide Customer with reasonable cooperation and assistance (i) needed to fulfil Customer’s obligation under applicable Data Protection Law to undertake a data protection impact assessment related to Customer’s use of the Services, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to World Kinect and (ii) with respect to a consultation with a government or regulatory authority.

6.3. Recordkeeping; Disclosures. Customer acknowledges that World Kinect may be required under applicable Data Protection Law to: (i) collect and maintain records of certain information, including the name and contact details of each Data Controller on behalf of which World Kinect is acting and, where applicable, of such Data Controller’s local representative and data protection officer and (ii) make such information available to a government or regulatory authority. Accordingly, to the

extent such Data Protection Law applies to the Processing of Customer Personal Data, Customer will, where required by law, provide such information to World Kinect, and will ensure that all information provided is kept accurate.

## 7. RETURN OR DESTRUCTION OF DATA

7.1. Obligations. Upon the termination or expiration of the Master Agreement or this DPA, Customer may instruct World Kinect to delete or return all Customer Personal Data (including copies) from World Kinect’s systems in accordance with applicable Data Protection Law. World Kinect will comply with such instruction as soon as reasonably practicable, and where technically feasible. Notwithstanding the foregoing, World Kinect shall not be required to delete or return Customer Personal Data to the extent that World Kinect is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data or such Customer Personal Data is required for World Kinect to enforce or defend its legal rights or interests. In addition, except to the extent required by applicable law, World Kinect shall not be required to delete or return Customer Personal Data archived on backup systems if World Kinect shall securely isolate it and protect it from any further Processing and such Customer Personal Data is deleted in accordance with World Kinect’s standard overwriting and deletion policies.

## 8. SECURITY EVENT PROCEDURES

8.1. Reporting to Customer. Upon confirming a Security Event and where legally required, World Kinect shall: (i) taking into account the nature of Processing of Customer Personal Data and the information available to World Kinect, promptly (and in accordance with the timeframes set forth in applicable Data Protection Law) notify Customer of a Security Event when it discovers the same, (ii) provide timely information to Customer relating to the Security Event as it becomes known or as is reasonably requested by Customer, and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Event, and World Kinect may (in World Kinect’s sole and reasonable judgment) retain an independent data incident response consultant to contain, investigate, and remediate the Security Event on its behalf.

8.2. Incident Notification. World Kinect will cooperate with Customer as reasonably requested by Customer in responding to Customer’s regulators or customers with respect to a Security Event. Notwithstanding the foregoing, Customer acknowledges and agrees that (i) Customer shall be solely responsible for notifying or disclosing a Security Event to any applicable government agency, individual, or entity, (ii) Customer may not name World Kinect in consumer or regulatory notifications or press releases without World Kinect’s consent (except as required by law), and (iii) Customer shall coordinate with World Kinect on developing the content of any public statements or any required notices for the affected Data Subjects and/or notices to



the relevant supervisory authorities related to the Security Event if World Kinect's name will be mentioned in such notices. Nothing in this DPA shall be interpreted to prevent World Kinect from complying with its own data incident notification requirements, provided World Kinect may not name Customer in regulatory notifications or press releases without Customer's consent (except as required by law), and World Kinect shall coordinate with Customer on developing the content of any public statements or any required regulatory notices related to the Security Event if Customer's name will be mentioned in such public statements or notices.

8.3. **Disclaimer.** Any notification, assistance, or cooperation provided by World Kinect in accordance with this Section 8 shall not be interpreted or construed as an admission of liability, wrongdoing, or fault by World Kinect. To the extent World Kinect is responsible for the Security Event, World Kinect shall be liable for the costs to investigate and respond to the Security Event in accordance with the terms of the Master Agreement.

## **9. REPORTS; AUDITS**

9.1. **Security Reports.** Upon request (which shall not occur more than annually), World Kinect shall provide to Customer, on a confidential basis, a summary copy of (if available) any third-party audit report or certification applicable to the Services ("**Report**"), so that Customer can verify World Kinect's compliance with this DPA. If Customer reasonably believes that the Report provided is insufficient to demonstrate World Kinect's compliance with this DPA, World Kinect shall also provide written responses (on a confidential basis) to reasonable requests for information made by Customer related to the Processing of Customer Personal Data.

9.2. **Audits; Inspections.** If Customer reasonably believes that the information provided by World Kinect pursuant to Section 9.1 is insufficient to demonstrate compliance with this DPA, World Kinect will allow an audit by Customer, or a third-party auditor appointed by Customer and reasonably acceptable to World Kinect, in relation to World Kinect's Processing of Customer Personal Data. Any such audit will be at Customer's expense, with reasonable advance notice, conducted during normal business hours no more than once per year and subject to World Kinect's reasonable security and confidentiality requirements, provided that the exercise of rights under this Section 9.2 would not infringe Data Protection Laws.

## **10. SUB-PROCESSORS**

10.1. World Kinect may, in accordance with this DPA, engage Third-Party Sub-Processors to Process Customer Personal Data, and Customer hereby consents to World Kinect's engagement of Third-Party Sub-Processors to Process Customer Personal Data, provided that World Kinect imposes data protection terms on any Third-Party Sub-Processor to protect Customer Personal Data to the same standard provided for by

this DPA. Customer may object to World Kinect's use of Third-Party Sub-Processor, provided such objection is based on reasonable grounds relating to data protection. Customer acknowledges and accepts that the refusal to permit the use of a particular Third-Party Sub-Processor may result in World Kinect's inability to satisfy, in full or in part, the terms and conditions of the Master Agreement, and in such circumstances, Customer may terminate the Master Agreement in accordance with the termination provisions of the Master Agreement, and such actions and termination shall not constitute termination for breach of the Master Agreement.

## **11. INTERNATIONAL DATA TRANSFERS**

11.1. **EU Standard Contractual Clauses.** Customer hereby acknowledges and agrees that, for providing the Services under the Master Agreement, World Kinect may transfer Customer Personal Data across national borders. To the extent Customer Personal Data originates in the European Economic Area (EEA), the parties undertake to apply the provisions of the EU Standard Contractual Clauses to the transfer and Processing of such Customer Personal Data. If the EU Standard Contractual Clauses are applicable between the parties pursuant to this Section 11.1 of this DPA, their provisions will be deemed incorporated by reference into this DPA. To the extent required by the applicable Data Protection Law, the parties shall enter into and execute the EU Standard Contractual Clauses as a separate document. If the parties apply and incorporate the EU Standard Contractual Clauses pursuant to this Section 11.1 of this DPA, then the following shall apply:

11.1.1. **Module Two or Three.** The EU Standard Contractual Clauses shall be governed by Module Two (Transfer controller to processor) clauses where Customer is a Controller and World Kinect is a Processor, and by Module 3 (Transfer processor to processor) where Customer is a Processor and World Kinect is a Sub-Processor. Customer and/or Customer's EU Affiliates shall be the data exporter and World Kinect shall be the data importer.

11.1.2. **Docking Clause.** Each party acknowledges and agrees that Clause 7 (Optional – Docking Clause) of the EU Standard Contractual Clauses shall be deemed incorporated therein and applicable to the parties and third parties.

11.1.3. **Sub-Processing Clause.** For purposes of Clause 9(a) (Use of Sub-Processors) of the EU Standard Contractual Clauses, the parties agree that Option 2 (General Authorization) shall apply to the parties in accordance with Section 10 of this DPA.

11.1.4. **Redress Clause.** For purposes of Clause 11 (Redress) of the EU Standard Contractual Clauses, the parties agree that the optional wording shall not be incorporated therein and therefore shall not be applicable to the parties.

11.1.5. **Governing Law.** For purposes of Clause 17 (Governing

law) of the EU Standard Contractual Clauses, the parties agree that the EU Standard Contractual Clauses shall be governed by the law of Ireland and select Clause 17, “Option 1” to this effect.

11.1.6. Choice of Forum Clauses. For purposes of Clause 18 (Choice of forum and jurisdiction) of the EU Standard Contractual Clauses, the parties agree that any dispute arising from the EU Standard Contractual Clauses shall be resolved by the Courts of Ireland.

11.1.7. Transfer Details (Annex I). Annex I of the EU Standard Contractual Clauses shall be completed with the information set forth in Annex I of this DPA.

11.1.8. Security Controls (Annex II). Annex II of the EU Standard Contractual Clauses shall be completed with the information set forth in Annex II of this DPA.

11.1.9. Sub-Processing List (Annex III). Annex III of the EU Standard Contractual Clauses shall be completed with Section 10 of this DPA.

11.1.10. Onward Transfers. World Kinect shall not transfer Customer Personal Data received under the EU Standard Contractual Clauses (nor permit such Customer Personal Data to be transferred) to a Third-Party Sub-Processor outside the EEA, unless (i) the Third-Party Sub-Processor is established in a country which the European Commission has granted an adequacy status, or (ii) World Kinect implements and maintains such measures as necessary to ensure the transfer is in compliance with Data Protection Law, and such measures may include (without limitation) executing the EU Standard Contractual Clauses, Module 3 (Transfer processor to processor).

11.2. **UK Addendum**. To the extent Customer Personal Data originates in the UK, the parties undertake to apply the provisions of the EU Standard Contractual Clauses, as updated and amended by the UK Addendum, to the transfer and Processing of such Customer Personal Data and hereby incorporate the UK Addendum by reference into this DPA, provided the UK Addendum shall be supplemented and completed, as appropriate, with the descriptions and party responsibilities, clause options, and similar criteria set forth in Section 11.1 of this DPA and the Annexes attached hereto. For the avoidance of doubt, with respect to UK data transfers, in the event of a conflict between the EU Standard Contractual Clauses and the UK Addendum, the terms and hierarchy set forth in the UK Addendum shall supersede and control with respect to such UK data transfers only. World Kinect shall not transfer any Customer Personal Data received under the UK Addendum (nor permit such Customer Personal Data to be transferred) to a Third-Party Sub-Processor outside the UK, unless (i) the Third-Party Sub-Processor is established in a country which the UK authorities have granted an adequacy status, or (ii) World Kinect implements and maintains such measures as necessary to ensure

the transfer is in compliance with Data Protection Law, and such measures may include (without limitation) executing the EU Standard Contractual Clauses, Module 3 (Transfer processor to processor) and the UK Addendum thereto.

11.3. **Data Transfers: Switzerland**. To the extent Customer Personal Data originates in Switzerland and World Kinect is not established in a country which Switzerland or, as applicable, the European Commission, has granted an adequacy status, and World Kinect has not obtained Binding Corporate Rules authorization in accordance with Data Protection Law, the parties undertake to apply the provisions of the EU Standard Contractual Clauses, as set forth in Section 11.1 of this DPA (and as amended by this Section 11.3), to the transfer and Processing of such Customer Personal Data. If the EU Standard Contractual Clauses are applicable between the parties pursuant to this Section 11.3, their provisions will be deemed incorporated by reference into this DPA, and shall apply subject to the following: (i) references to the GDPR in the EU Standard Contractual Clauses are to be understood as references to the Swiss Federal Act on Data Protection (FADP) insofar as the data transfers are subject exclusively to the Swiss FADP and not the GDPR, (ii) the term “member state” in the EU Standard Contractual Clauses shall not be interpreted in such a manner as to exclude Data Subjects in Switzerland from enforcing their rights in Switzerland in accordance with Clause 18(c) of the EU Standard Contractual Clauses, provided Switzerland is their habitual residence, and (iii) for purposes of Annex I(C) of the EU Standard Contractual Clauses, (a) where the data transfer is subject exclusively to the Swiss FADP (and not the GDPR), then the supervisory authority is the Swiss Federal Data Protection and Information Commissioner, and (b) where the transfer is subject to both the Swiss FADP and the GDPR, then the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority set forth in Annex I of this DPA insofar as the transfer is governed by the GDPR.

11.4. **Other Transfers**. To the extent Customer Personal Data originates outside of the EEA, Switzerland, or the UK, and the parties seek to transfer and Process such Customer Personal Data across national borders, the parties shall also undertake to apply, as appropriate, the provisions of the EU Standard Contractual Clauses or UK Addendum to such transfer and Processing, provided that the EU Standard Contractual Clauses or UK Addendum are legally required and sufficient to meet the requirements of the applicable Data Protection Law for the transfer and Processing of Personal Data across national borders.

11.5 **Surveillance Disclaimers**. If the parties apply and incorporate the EU Standard Contractual Clauses pursuant to Section 11.1 of this DPA or the UK Addendum pursuant to Section 11.2 of this DPA, then World Kinect hereby represents and warrants the following to be true, accurate, and complete: (i) World Kinect has never been the subject to a “FISA” warrant



issued pursuant to 50 United States Code (U.S.C.) § 1881(4) with regard to a request for disclosure of any Personal Data that it Processes, and (ii) World Kinect has never cooperated with public authorities conducting surveillance of communications pursuant to Executive Order (EO) 12333 with regard to Personal Data in World Kinect's custody or control.

11.6. **Changes to the Law.** If and to the extent this DPA or the EU Standard Contractual Clauses or the UK Addendum are no longer recognized by the European Commission or other local privacy authorities as an adequate mechanism for the transfer of Customer Personal Data from the European Economic Area, Switzerland, United Kingdom or other country, as applicable, to the United States, then the parties shall abide by another adequate transfer mechanism, provided however that if, after commercially reasonable efforts, World Kinect is unable to comply with another adequate transfer mechanism, Customer or World Kinect may, upon prior advance written notice to the other party, terminate the Master Agreement and obtain a refund from World Kinect of pre-paid fees prorated for the remainder of the unused Services as Customer's exclusive remedy.

## 12. MISCELLANEOUS

12.1. **Governing Clauses; Severance.** The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Master Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Master Agreement. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be

either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

12.2. **Limitation of Liability.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Customer Affiliates and World Kinect and World Kinect Affiliates, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Master Agreement and the applicable cap (maximum) for the relevant party set forth in the Master Agreement. Any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Master Agreement and all DPAs together. For the avoidance of doubt, World Kinect and its Affiliates' total liability for all claims from Customer and all of Customer's Affiliates arising out of or related to the Master Agreement and all DPAs shall apply in the aggregate for all claims under both the Master Agreement and all DPAs established under the Master Agreement, including by Customer and all Customer Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Customer Affiliate that is a contractual party to any such DPA. To the extent required by law, this section is not intended to (i) modify or limit either party's liability for Data Subject claims made against a party where there is joint and several liability, or (ii) limit either party's responsibility to pay penalties imposed on such party by a regulatory authority.

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## Annex I (Data Processing Activities)

### A. List of parties:

|                                                                 |                                                      |
|-----------------------------------------------------------------|------------------------------------------------------|
| Name (Data Exporter)                                            | Set forth in the Master Agreement                    |
| Address                                                         | Set forth in the Master Agreement                    |
| Contact person                                                  | Set forth in the Master Agreement                    |
| Activities relevant to the data transferred under these Clauses | Set forth below (Section B. Description of Transfer) |
| Role (controller / processor)                                   | Controller/Processor                                 |

  

|                                                                 |                                                              |
|-----------------------------------------------------------------|--------------------------------------------------------------|
| Name (Data Importer)                                            | World Kinect Services Corporation                            |
| Address                                                         | 9800 NW 41st Street<br>Miami, Florida 33178, U.S.A.          |
| Contact person                                                  | <a href="mailto:privacy@wfscorp.com">privacy@wfscorp.com</a> |
| Activities relevant to the data transferred under these Clauses | Set forth below (Section B. Description of Transfer)         |
| Role (controller / processor)                                   | Processor/Sub-Processor                                      |

**B. Description of Transfer:** Unless otherwise set forth in a statement of work, order form, or similar documentation, the description of the Customer Personal Data transferred is as follows:

- (i) Categories of Data Subjects: See Master Agreement and/or Annex I(A).
- (ii) Categories of Personal Data: See Master Agreement and/or Annex I(A).
- (iii) Sensitive/Special Categories of Personal Data: See Master Agreement and/or Annex I(A).
- (iv) Transfer Frequency: Continuous, and for so long as Customer uses the Services, and for the termination and transition period thereafter, as set forth in the Master Agreement.
- (v) Nature of Processing: For World Kinect to provide aircraft handling software to Customer, and to facilitate access and use of the same.
- (vi) Purpose of Data Processing: To provide Customer access to, and use of, the Services.
- (vii) The Period for which Personal Data will be Retained: For the duration of the Master Agreement and for the termination and transition period, thereafter, as set forth in the Master Agreement.
- (viii) Third-Party Sub-Processor Transfers: The relevant information as set forth in Section 10 of this DPA.

**C. Competent Supervisory Authority:** The competent supervisory authority in accordance with Clause 13 of the EU Standard Contractual Clauses is the supervisory authority of Ireland.



**Annex I(A)**  
**Service and Product Specific Data Processing**

| <b><u>Trip Support</u></b>                                                                                                                                  |                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="https://www.world-kinect.com/world-fuel/aviation/trip-support-aviation">https://www.world-kinect.com/world-fuel/aviation/trip-support-aviation</a> |                                                                                                                                                                       |
| For Trip Support-related services, the following data processing activities are relevant to the parties:                                                    |                                                                                                                                                                       |
| (i) <u>Categories of Data Subjects:</u>                                                                                                                     | Crew Members; Passengers; Aviation Staff; Suppliers.                                                                                                                  |
| (ii) <u>Categories of Personal Data:</u>                                                                                                                    | Name; Date of Birth; Nationality; Gender; Passport and Visa Information; Driver's License; Pilot's License; Professional or Personal Contact Data (email, telephone). |
| (iii) <u>Sensitive/Special Categories of Personal Data:</u>                                                                                                 | Health data that may impact aviation experience.                                                                                                                      |



## Annex II (Security Controls)

World Kinect's Information Security Program shall meet or exceed the information security requirements, standards, and criteria set forth in this Annex II:

- 1. Administrative Measures; Training.** Prior to providing any of its personnel access to any information system retaining Customer Personal Data ("**Information System**"), World Kinect shall (i) ensure the reliability of such personnel, including by performing background screening (to the extent permitted by Data Protection Law), and (ii) provide appropriate security training to such personnel to ensure such personnel can comply with the obligations under this Annex II. World Kinect will periodically provide additional training to its personnel as may be appropriate to ensure that World Kinect's Information Security Program meets or exceeds prevailing industry standards.
- 2. Physical Security; Business Continuity.** World Kinect shall establish, implement, and maintain appropriate physical security measures designed to protect Information Systems, including an access control system that enables World Kinect to monitor and control physical access to each World Kinect Office. World Kinect shall establish, implement, and maintain a program to protect the security of its physical infrastructure from all reasonably foreseeable hazards.
- 3. Access Controls.** World Kinect shall seek to abide by the "principle of least privilege," pursuant to which World Kinect will permit access to Customer Personal Data by its personnel solely on a need-to-know basis, and promptly terminate its personnel's access to Customer Personal Data when such access is no longer required for performance under the Master Agreement.
- 4. Account Management.** World Kinect will use reasonable measures to manage the creation, use, and deletion of all account credentials used to access an Information System, including by implementing: (i) a segregated account with unique credentials for each user, (ii) strict management of administrative accounts, (iii) password best practices, including the use of strong passwords and secure password storage, and (iv) periodic audits of accounts and credentials.
- 5. System Maintenance; Segmentation.** World Kinect shall, as appropriate, (i) use automated vulnerability scanning tools to scan Information Systems, (ii) log vulnerability scan reports, (iii) conduct periodic reviews of vulnerability scan reports over time, (iv) use patch management and software update tools for Information Systems, (v) prioritize and remediate vulnerabilities by severity, and (vi) use compensating controls if no patch or remediation is immediately available.
- 6. Incident Response Plan.** World Kinect shall establish, implement, and maintain a written incident response plan ("**IRP**") to identify, remediate, respond to, and recover from, an actual or a reasonably suspected Security Event. The IRP shall include: (i) the designation of a senior employee who shall be responsible for establishing, implementing, and maintaining the IRP, (ii) the identification of internal and external resources to assist in addressing an actual or a reasonably suspected Security Event, (iii) processes and programs to contain and remediate the impact of an actual or a reasonably suspected Security Event, and recover to a normal state of business operations, and (iv) processes to convene, when appropriate, a post-Security Event review team to consider the effectiveness and efficiency of identifying, remediating, responding to, and recovering from an actual or a reasonably suspected Security Event.
- 7. Security Testing.** World Kinect shall periodically undertake internal and external penetration, vulnerability, and application scanning and testing to assess any vulnerabilities to an Information System. Such scanning and testing shall be conducted by World Kinect, or (at World Kinect's expense) by any external qualified, credentialed, and industry-recognized auditor or consultant. World Kinect shall remedy vulnerabilities identified during any such scans and testing in a commercially reasonable manner and timeframe based on severity.

## Annex III (Approved Sub-Processors)

See section 10 of this DPA.