



A World Kinect Company

## AHT GENERAL PROCESSING MERCHANT AGREEMENT

This Card Processing Merchant Agreement made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("Agreement") between \_\_\_\_\_, a \_\_\_\_\_ Enter State \_\_\_\_\_ company with its registered office at \_\_\_\_\_ ("Merchant"), and AHT Services, LLC, a Nevada limited liability company with its registered office at The Corporation Trust Company of Nevada, 701 S. Carson Street, Suite 200, Carson City, NV 89701, United States ("AHT") entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 ("**Card Processing Services**") for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the "**Cards**", and each individually, a "**Card**"). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

### 1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, "**Applicable Law**" means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council's ("**PCI**") requirements.

### 2. Card Acceptance Procedures

- 2.1 Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as "**Operating Procedures**"). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- 2.2 All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to AHT for processing.
- 2.3 Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by AHT, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as AHT may determine. AHT may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within three (3) business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- 2.4 Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to AHT any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant's own receivable.
- 2.5 Merchant is solely responsible for the quality and accuracy of all data provided to AHT.
- 2.6 Invoices must include all details needed to define the products and services purchases and must include a

signature or authorization by the cardholder as required by the Card issuer.

2.7 All invoices must be submitted to AHT within thirty (30) days of the Card transaction.

### 3. **Gateway Use, Copyright and Grant of License**

3.1 AHT has built and maintains highly confidential and proprietary point of sale software and web- based XML interfaces (the "**Gateways**") and Merchant desires to use the Gateways for Card Processing Services. Merchant and AHT will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without AHT's consent in its sole discretion.

3.2 Subject to Merchant's compliance with the terms and conditions of this Agreement, AHT grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by AHT related to processing requirements, system access or authorization (the "**Documentation**") exclusively for Card Processing Services with AHT. The Gateways and Documentation shall remain the property of AHT and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.

3.3 Merchant hereby acknowledges that AHT is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by AHT under or in connection with this Agreement constitute the proprietary information of AHT and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including AHT's competitors.

### 4. **IT, Data and Cardholder Information Security**

4.1 Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to AHT Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify AHT immediately of any incident that could potentially compromise cardholder data.

4.2 Merchant agrees to immediately notify AHT of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with AHT all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow AHT access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. AHT may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to AHT's approval. AHT shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction information (each, a "**Compromised**

**Data Event**"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against AHT, and/or the costs AHT incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by AHT's gross negligence or willful misconduct

4.3 The parties shall comply with the obligations set forth in the Data Protection Addendum (DPA) attached hereto.

## 5. **Payment and Fees**

5.1 Merchant agrees to the pricing and settlement terms set forth on Schedule 2.

5.2 Merchant and AHT shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Schedule 3), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes AHT, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.

5.3 Merchant agrees to work with AHT and Card issuers to assist with marketing Card products to Merchant's customers.

5.4 AHT will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by AHT, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.

5.5 On or prior to the execution of this Agreement, Merchant shall complete and deliver to AHT a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

## 6. **Subrogation**

In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from AHT, Merchant irrevocably assigns to AHT all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow AHT to pursue payment from the account holder.

## 7. **Merchandise Responsibility, Warranties, Limitation of Liability**

7.1 In no event shall AHT be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.

7.2 AHT makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, AHT will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.

7.3 Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither AHT nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.

7.4 Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with AHT and with the submission of each Card transaction reaffirms that:

- (a) Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and
- (b) With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.

**7.5 MERCHANT AGREES THAT NEITHER AHT, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO AHT FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.**

**8. Term and Termination**

The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by AHT if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by AHT. Sections 3.3, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.

**9. Indemnification**

Merchant agrees to indemnify and hold harmless AHT, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.

**10. Entire Agreement**

This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by AHT upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of AHT. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

*[Signature Page to Follow]*

Executed this  day of \_\_\_\_\_, 20  
Enter Counterparty Full Legal Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted this  day of \_\_\_\_\_, 20.  
AHT Services, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## DATA PROTECTION ADDENDUM

This Data Protection Addendum (the "**DPA**") is intended to supplement the AHT General Processing Merchant ("**Agreement**") between AHT and Merchant. For purposes of this DPA, AHT and Merchant may be referred to individually as a "**party**" and collectively as the "**parties**." In the event of a conflict between this DPA and the 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 Agreement.

### 1. Definitions

- 1.1. **California Privacy Law** means the California Consumer Privacy Act of 2018 ("**CCPA**"), as amended by the California Privacy Rights Act of 2020 ("**CPRA**") and any other applicable amendments (codified at § Cal. Civ. Code 1798.100 *et seq.*), and includes any and all implementing regulations thereto.
- 1.2. **Data Controller** means an entity that determines the purposes and means of the Processing of Personal Data. The term Data Controller shall also be ascribed the meaning of a "business" for purposes of California Privacy Law.
- 1.3. **Data Processor** means an entity that Processes Personal Data on behalf of a Data Controller. The term Data Processor shall also be ascribed the meaning of a "service provider" for purposes of California Privacy Law.
- 1.4. **Data Protection Law** means all laws, statutes, and regulations applicable to the Processing of End-User Personal Data under the Agreement, including (when applicable) California Privacy Law.
- 1.5. **Data Subject** means an identified or identifiable individual whose Personal Data is being Processed by AHT under the terms of this DPA.
- 1.6. **Documented Instructions** means the Processing terms and conditions set forth in the Agreement, this DPA, and any applicable and mutually agreed upon statement of work or similar work order issued thereunder describing Processing responsibilities.
- 1.7. **End-User Personal Data** means the Personal Data that AHT Processes on behalf of Merchant related to either (i) a natural person acting in an individual, consumer capacity, or (ii) a "consumer" (as the term "consumer" is so defined in California Privacy Law).
- 1.8. **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.
- 1.9. **Process, Processing, or Processes** means any action performed on End-User 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.
- 1.10. **Security Event** means any actual or reasonable degree of certainty of unauthorized access, use, loss, acquisition, exfiltration, or disclosure of unencrypted End-User Personal Data. A Security Event does not include an Unsuccessful Security Incident.
- 1.11. **Services** means the Card Processing Services and similar services described in the Agreement.
- 1.12. **Third-Party Sub-Processor** means any third-party organization engaged by AHT to Process End-User Personal Data on its behalf.

- 1.13. **Unsuccessful Security Incident** means an unsuccessful attempt or activity that does not compromise the security of End-User 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; California Privacy Disclaimers**

- 2.1. The nature and scope of Processing of End-User Personal Data pursuant to this DPA is set forth in Annex I. For purposes of this DPA, (a) Merchant shall be considered an independent Data Controller, and (b) AHT shall be considered (i) a Data Processor when AHT Processes End-User Personal Data for and on behalf of Merchant for purposes of providing the Services, and (ii) an independent Data Controller when AHT determines the means and purposes of processing End-User Personal Data. In circumstances in which AHT is a Processor for purposes of this DPA, AHT shall Process End-User Personal Data only in accordance with the Documented Instructions, except to the extent otherwise required by law. In the event AHT is compelled by law to Process End-User Personal Data other than in accordance with the terms and conditions set forth in the Documented Instructions, AHT shall, when required by law, notify Merchant of that legal requirement prior to Processing, unless such notification is expressly prohibited by law. In circumstances in which AHT is a Controller, AHT shall comply with Section 6 of this Agreement.
- 2.2. Each party acknowledges and agrees that the disclosure of End-User 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 End-User 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 End-User Personal Data. In circumstances in which AHT is a Processor for purposes of this DPA, the following shall apply: (A) AHT hereby agrees that AHT (i) shall not collect, retain, use, or disclose End-User 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 End-User Personal Data, except as necessary to satisfy its obligations under the Agreement, (iii) shall not collect, retain, use, or disclose End-User Personal Data outside the direct business relationship between AHT and Merchant, unless expressly permitted by law, (iv) shall not combine the End-User Personal Data that the AHT receives from, or on behalf of, Merchant with Personal Data that AHT receives from, or on behalf of, another party, or collects from its own interaction with a Data Subject, except to the extent reasonably necessary to provide the Services and as expressly permitted by law, and (v) shall, at Merchant's reasonable request, cease any unauthorized Processing of End-User Personal Data and grant Merchant authorization to assess and remediate any such unauthorized Processing; (B) this DPA is AHT's certification, to the extent the California Privacy Law or any other applicable Data Protection Law requires such a certification, that AHT understands and will comply with the Processing limitations with respect to End-User Personal Data that are set forth in the Documented Instructions; and (C) the parties agree that AHT shall Process End-User Personal Data only for the provision of the Services. For purposes of this Section 2.2 only, the terms "Sale" and "Sell" shall have the same meaning as set forth in California Privacy Law (Cal. Civ. Code § 1798.140). The limitations set forth in this Section 2.2 shall not be interpreted to prevent AHT from complying with an applicable law, statute, regulation, or binding order of a governmental or regulatory body.

## **3. Merchant Obligations**

- 3.1. Merchant shall be responsible for complying with all requirements that apply to it under applicable Data Protection Law and the Documented Instructions it issues to AHT. Unless otherwise set forth herein, Merchant agrees that AHT is not responsible for the accuracy, quality, and legality of End-User Personal Data. Merchant shall provide Data Subjects with all necessary information (including by means of offering a transparent and easily accessible public privacy notice) and, where required by Data Protection Law, obtain all necessary consents, regarding AHT's and Merchant's Processing of End-User Personal Data for the purposes described in the Agreement, including this DPA.

- 3.2. Merchant is solely responsible for reviewing the Services, including any available security documentation and features, to determine whether they satisfy Merchant's requirements, business needs, and legal obligations. For the avoidance of doubt, Merchant 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 End-User Personal Data, securing its account authentication credentials, protecting the security of End-User Personal Data when in transit to and from the Services, taking appropriate steps to securely encrypt and/or back up any End-User 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 End-User Personal Data. AHT has no obligation to protect End-User Personal Data that Merchant elects to transmit, store or transfer outside of the Services (e.g., offline or on-premises storage).

#### 4. Data Processor Obligations

- 4.1. In circumstances in which AHT is a Processor for purposes of this DPA, the following shall apply:
- (a) AHT shall at all times maintain the confidentiality of all End-User Personal Data and ensure that individuals who are authorized to Process End-User Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (b) AHT shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard End-User Personal Data, which shall include written policies describing its security controls and measures and the relevant procedures and responsibilities of AHT personnel who have access to End-User Personal Data ("**Information Security Program**"). AHT shall designate a senior employee to be responsible for the overall management of AHT's Information Security Program. AHT 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;
  - (c) AHT shall, to the extent legally permitted, promptly notify Merchant if AHT receives a request from (i) a government or regulatory authority regarding the Processing of, or seeking access to, End-User 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 AHT shall, to the extent practicable, seek to direct the requestor to Merchant. Taking into account the nature of the Processing, AHT shall assist Merchant by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Merchant's obligation to respond to a Government Data Request or a Data Subject Request. In addition, to the extent Merchant, in its use of the Services, does not have the ability to address the Government Data Request or the Data Subject Request, AHT shall, upon Merchant's request, furnish commercially reasonable efforts to assist Merchant in responding to such requests, to the extent AHT is legally required to do so;
  - (d) Upon Merchant's request, AHT shall provide Merchant with commercially reasonable cooperation and assistance (i) needed to fulfil Merchant's obligation under applicable Data Protection Law to undertake a data protection impact assessment related to Merchant's use of the Services, to the extent Merchant does not otherwise have access to the relevant information and to the extent such information is available to AHT and (ii) with respect to a consultation with a government or regulatory authority;
  - (e) Upon request (but no more than annually), AHT shall provide to Merchant (on a confidential basis) a summary copy of (if available) any third-party audit report or certification applicable to the Services ("**Report**"), so that Merchant can verify AHT's compliance with this DPA. If Merchant reasonably believes that the Report provided is insufficient to demonstrate compliance with this DPA, AHT shall also provide written responses (on a confidential basis) to reasonable requests for information made by Merchant related to its Processing of End-User Personal Data, including responses to information

security and audit questionnaires that are necessary to confirm AHT's compliance with this DPA;

- (f) On termination or expiration of the Agreement or this DPA, Merchant may wish to instruct AHT to delete or return all End-User Personal Data (including copies) from AHT's systems in accordance with applicable Data Protection Law. AHT will comply with this instruction as soon as reasonably practicable, where technically feasible, and AHT shall not be required to delete or return End-User Personal Data to the extent that AHT is required by applicable law or order of a governmental or regulatory body to retain some or all of the End-User Personal Data or such End-User Personal Data is required for AHT to enforce or defend its legal rights or interests. In addition, except to the extent required by applicable law, AHT shall not be required to delete or return End-User Personal Data archived on backup systems if AHT shall securely isolate it and protect it from any further Processing and such End-User Personal Data is deleted in accordance with AHT's standard overwriting and deletion policies; and
- (g) AHT may engage Third-Party Sub-Processors to Process End-User Personal Data, provided AHT shall (i) ensure that each Third-Party Sub-Processor is subject to binding obligations that require the Third-Party Sub-Processors to protect End-User Personal Data to the same standard as AHT and (ii) remain responsible for each Third-Party Sub-Processor's compliance with the obligations of this DPA and for any failure by the Third-Party Sub-Processor to fulfil its data protection obligations.

4.2. Merchant acknowledges that AHT 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 AHT 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 End-User Personal Data, Merchant will, where required by law, provide such information to AHT, and will ensure that all information provided is kept accurate.

## **5. Security Event Procedures**

- 5.1. AHT 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. AHT shall undertake IRP-related exercises no less than annually.
- 5.2. In circumstances in which AHT is a Processor for purposes of this DPA, AHT shall, upon confirming a Security Event and where legally required, comply with the following: (i) taking into account the nature of Processing of End-User Personal Data and the information available to AHT, promptly (and in accordance with the timeframes set forth in applicable Data Protection Law) notify Merchant of a Security Event when it discovers the same, (ii) provide timely information to Merchant relating to the Security Event as it becomes known or as is reasonably requested by Merchant, and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Event, and AHT may (in AHT's sole and reasonable judgment) retain an independent data incident response consultant to contain, investigate, and remediate the Security Event on its behalf.
- 5.3. For purposes of Section 5.2 of this DPA, AHT will cooperate with Merchant as reasonably requested by Merchant in responding to Merchant's regulators or customers with respect to a Security Event. Notwithstanding the foregoing, Merchant acknowledges and agrees (i) Merchant shall be solely responsible for notifying or disclosing a Security Event to any applicable government agency, individual, or entity, (ii) Merchant may not name AHT in consumer or regulatory notifications or press releases without AHT's consent (except as required by law), and (iii) Merchant shall coordinate with AHT 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 AHT's name will be identified in such notices. Nothing in this DPA shall be interpreted to prevent AHT from complying with its own data incident notification requirements.

- 5.4. Any notification, assistance, or cooperation provided by AHT in accordance with this Section 5 shall not be interpreted or construed as an admission of liability, wrongdoing, or fault by AHT. To the extent AHT is responsible for the Security Event, AHT shall be liable for the costs to investigate and respond to the Security Event in accordance with the terms of the Agreement.

## **6. AHT Data Controller Obligations**

In circumstances in which AHT is a Processor for purposes of this DPA, AHT shall comply with the requirements of the Data Protection Laws applicable to Controllers in respect of the Processing of End-User Personal Data under this DPA (including without limitation, by implementing and maintaining at all times all appropriate security measures in relation to the Processing of End-User Personal Data) and shall not knowingly do anything or permit anything to be done with respect to the End-User Personal Data that likely would lead to a breach by Merchant of applicable Data Protection Laws. AHT shall, where required by Data Protection Law, only transfer End-User Personal Data to third parties who execute written agreements that contain terms for the protection of End-User Personal Data which are no less protective than the terms set out in this Addendum.

## **7. Miscellaneous**

- 7.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the 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 Agreement.
- 7.2. 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 amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if such amendment is not possible, the invalid or unenforceable provision shall be construed in a manner as if it had never been contained therein.
- 7.3. In the event of changes to applicable Data Protection Law, including, but not limited to, the amendment, revision, or introduction of new laws, statutes, regulations, or other legally binding requirements to which either party is subject, the parties agree to reassess the terms of this DPA, and negotiate any appropriate or necessary updates thereto in good faith, including the addition, amendment, or replacement of any provision therein. In the event the parties cannot agree to such amendments or changes to this DPA, each party shall have the right, upon written notice to the other, to terminate this Agreement.

\* \* \*

### Annex I (Data Processing Activities)

Data Controller	Merchant	AHT
Data Processor	AHT	N/A
<b>Purpose of Processing</b>	<ul style="list-style-type: none"> <li>Provision of Services to Merchant by AHT.</li> </ul>	<ul style="list-style-type: none"> <li>Determine and utilize third parties (banks and payment method providers).</li> <li>Monitor the Services to prevent and detect fraudulent transactions and other fraudulent activity, and to prevent and mitigate financial loss, security risks, and other harm.</li> <li>Implement, processes to provide products and other services, including relationship management, billing and invoicing.</li> <li>Comply with laws, statutes, regulations, and government requests, including (where applicable) anti-money laundering screening and KYC obligations.</li> <li>Enhance AHT products and services.</li> </ul>
<b>Categories of Data Subjects</b>	<ul style="list-style-type: none"> <li>Individuals, including certain Merchant employees, contractors, and personnel, who use the Services.</li> </ul>	<ul style="list-style-type: none"> <li>Individuals, including certain Merchant employees, contractors, and personnel, who use the Services.</li> <li>Individuals, including certain Merchant employees, contractors, and personnel, who have a professional business relationship with AHT.</li> </ul>
<b>Types of Personal Data</b>	<p>In certain circumstances, the following End-User Personal Data may be relevant to the Services: names; contact information (telephone and/or email address); financial data (e.g., payment account details, bank account details); billing and shipping addresses; order description (including date, time, amount, product or service description); device identifier; tax ID/status, unique customer identifier, identity information including government issued documents (e.g., national IDs, driver's licenses and passports).</p>	
<b>Nature of Processing</b>	<p>To provide human resources benefits Services to Customer employees. The Processing may include the following actions with respect to Personal Data: collection, recording, organization, storage, retrieval, use, disclosure, transfer, deletion, or destruction</p>	



**SCHEDULE 3**

**EFT FORM (ONE PER BANK ACCOUNT) EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER**

\_\_\_\_\_ authorizes AHT to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the AHT Gateway for the following location(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # \_\_\_\_\_  
Merchant Name \_\_\_\_\_  
Merchant Address: \_\_\_\_\_  
State \_\_\_\_\_  
Branch \_\_\_\_\_  
Acct # \_\_\_\_\_  
City \_\_\_\_\_  
Zip

Please send a copy of voided check with your signed agreement along with a current W-9.