TRAVEL CODE DATA PROCESSING ADDENDUM

Incorporating the EU Standard Contractual Clauses (Module Two) and the UK International Data Transfer Addendum

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1. PARTIES AND SCOPE

1.1 This Data Processing Addendum (the "**DPA**") forms part of the Travel Code Master Platform Agreement (the "**Master Agreement**") between the Travel Code entity that contracts with the Customer under §1.7 of the Master Agreement ("**Travel Code**") and the Customer. It is accepted together with the Master Agreement and needs no separate signature. The parties are identified in the Customer's account and in any Service Order.

1.2 This DPA applies to the extent Travel Code Processes Personal Data on behalf of the Customer that is subject to the EU GDPR, the UK GDPR, or the Swiss Federal Act on Data Protection. Personal information subject to United States state privacy laws is addressed in Schedule 2 (United States Privacy Addendum).

1.3 Capitalized terms not defined in this DPA have the meaning given in the Master Agreement.

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2. DEFINITIONS

"Data Protection Laws" means all laws relating to data protection and privacy that apply to the Processing of Personal Data under the Agreement, including Regulation (EU) 2016/679 (the "**EU GDPR**"), the EU GDPR as it forms part of the law of the United Kingdom together with the Data Protection Act 2018 (the "**UK GDPR**"), and the Swiss Federal Act on Data Protection, in each case as amended or replaced.

"EU SCCs" means the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B1.0, issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018.

"Data Privacy Framework" means the EU-U.S. Data Privacy Framework, the UK Extension to it, and the Swiss-U.S. Data Privacy Framework.

"Personal Data" means personal data, as defined in the Data Protection Laws, that Travel Code Processes on behalf of the Customer in providing the Services, as described in Annex I.

"Restricted Transfer" means a transfer of Personal Data from the European Economic Area, the United Kingdom, or Switzerland to a country that is not covered by an adequacy decision or adequacy regulations under the applicable Data Protection Laws.

"Sub-processor" means a third party engaged by Travel Code to Process Personal Data on behalf of the Customer.

"Controller", **"Processor"**, **"Data Subject"**, **"Personal Data Breach"**, and **"Processing"** have the meanings given in the Data Protection Laws.

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3. ROLES OF THE PARTIES

3.1 Travel Code as Processor. For Personal Data Processed to provide the Services described in Annex I, the Customer is the Controller and Travel Code is the Processor. Where the Customer itself acts as a processor for another controller, Travel Code acts as its sub-processor and the Customer confirms that its instructions are authorized by that controller.

3.2 Travel Code as independent Controller. Travel Code acts as an independent Controller, and not as the Customer's Processor, where it Processes personal data: (a) as merchant of record for payment transactions, including payment processing, settlement, refunds, chargebacks, and the resulting financial records; (b) to meet its own legal and regulatory obligations, including identity verification, sanctions, fraud and anti-money-laundering screening, tax, and financial reporting; (c) for the administration and security of the Platform; and (d) to manage its relationship with the Customer, including billing and business contact data. That Processing is governed by the Travel Code Privacy Policy and is not subject to §4 to §12 of this DPA.

3.3 Travel Providers and financial partners. Airlines, hotels, and other Travel Providers, and the card issuing bank and card program manager where Schedule C applies, act as independent controllers of the personal data they receive.

3.4 Each party will comply with the Data Protection Laws that apply to it.

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4. PROCESSING ON INSTRUCTIONS

4.1 Travel Code will Process Personal Data only on the Customer's documented instructions, including with regard to Restricted Transfers, unless required to do otherwise by law to which Travel Code is subject. In that case Travel Code will inform the Customer of the legal requirement before Processing, unless that law prohibits it.

4.2 The Agreement, this DPA, and the Customer's configuration and use of the Platform (including settings, travel and expense policies, and integrations the Customer enables) are the Customer's complete documented instructions. Additional instructions require the parties' written agreement.

4.3 Travel Code will inform the Customer promptly if, in its opinion, an instruction infringes the Data Protection Laws.

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5. CONFIDENTIALITY

Travel Code will ensure that persons authorized to Process Personal Data are bound by confidentiality and Process it only as needed to provide the Services.

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6. SECURITY

6.1 Travel Code will implement and maintain the technical and organizational measures in Annex II, which are designed to ensure a level of security appropriate to the risk.

6.2 Travel Code maintains an information security program independently examined under SOC 2 Type II. Travel Code may update the measures in Annex II provided the overall level of protection is not materially reduced.

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7. SUB-PROCESSORS

7.1 The Customer gives general written authorization for Travel Code to engage Sub-processors in the categories set out in Annex III. The current Sub-processors in each category are published at **trust.travel-code.com**, which is the authoritative list.

7.2 Travel Code will: (a) give the Customer at least **thirty (30) days'** notice before adding or replacing a Sub-processor, by updating the published list and notifying the Customer; (b) impose on each Sub-processor, by written contract, data protection obligations no less protective than those in this DPA; and (c) remain liable to the Customer for each Sub-processor's performance.

7.3 The Customer may object to a new Sub-processor on reasonable data protection grounds within fourteen (14) days of notice. The parties will discuss the objection in good faith. If it is not resolved, the Customer may terminate the affected Services under the Master Agreement.

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8. DATA SUBJECT RIGHTS

8.1 Taking into account the nature of the Processing, Travel Code will assist the Customer, by appropriate technical and organizational measures and insofar as possible, to respond to requests from Data Subjects exercising their rights under the Data Protection Laws.

8.2 If Travel Code receives a request directly from a Data Subject, it will notify the Customer promptly and will not respond except to acknowledge receipt or direct the Data Subject to the Customer, unless the law requires otherwise or the request concerns Processing for which Travel Code is an independent Controller under §3.2.

8.3 On the Customer's written instruction, Travel Code will delete a specified Data Subject's Personal Data within thirty (30) days, unless the law requires it to be kept, and will confirm deletion in writing on request.

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9. PERSONAL DATA BREACH

Travel Code will notify the Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Personal Data Breach affecting Personal Data. The notice will describe, to the extent then known, the nature of the breach, the categories and approximate number of Data Subjects and records concerned, the likely consequences, and the measures taken or proposed. Travel Code will provide updates as information becomes available and will cooperate reasonably with the Customer's notification obligations.

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10. ASSISTANCE

Taking into account the nature of the Processing and the information available to it, Travel Code will give the Customer reasonable assistance with data protection impact assessments and prior consultations with supervisory authorities that relate to the Processing under this DPA.

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11. RETURN AND DELETION

On termination of the Agreement, the Customer may export Personal Data, and Travel Code will delete it, in accordance with §12.5 of the Master Agreement. Where the law requires Travel Code to keep Personal Data, Travel Code will protect it under this DPA, Process it only as that law requires, and delete it when the requirement ends. Records Travel Code holds as an independent Controller under §3.2 are excluded.

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12. AUDIT AND INFORMATION

12.1 Travel Code will make available to the Customer the information reasonably necessary to demonstrate compliance with this DPA, including its current SOC 2 Type II report and security documentation, through **trust.travel-code.com** and under a duty of confidentiality.

12.2 Where that information is not sufficient to demonstrate compliance, Travel Code will allow and contribute to an audit by the Customer or an independent auditor it appoints (who is not a competitor of Travel Code), not more than once in any twelve (12) months unless a Personal Data Breach has occurred or a supervisory authority requires it, on at least thirty (30) days' notice, during business hours, subject to reasonable confidentiality and security requirements, and at the Customer's cost.

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13. INTERNATIONAL TRANSFERS

13.1 Where data is Processed. The Platform's primary infrastructure is hosted in the European Union (Amazon Web Services, Stockholm region). Travel Code, Inc. and certain Sub-processors access or Process Personal Data in the United States, which involves a Restricted Transfer.

13.2 Data Privacy Framework. Travel Code, Inc. is certified under the Data Privacy

Framework. Restricted Transfers to Travel Code, Inc. are made on the basis of that certification for as long as it is in effect and covers the transfer.

13.3 EU SCCs. Where a Restricted Transfer subject to the EU GDPR is not covered by §13.2, or the Customer so requires in a Service Order, the parties enter into the EU SCCs, Module Two (controller to processor), which are incorporated by reference and completed as follows: (a) Clause 7 (docking clause) applies; (b) in Clause 9, Option 2 (general written authorization) applies with the notice period in §7.2; (c) in Clause 11, the optional language does not apply; (d) in Clause 17, Option 1 applies and the clauses are governed by the law of Ireland; (e) in Clause 18(b), disputes are resolved before the courts of Ireland; and (f) Annexes I, II and III to this DPA are Annexes I, II and III to the EU SCCs. Where the Customer acts as a processor, Module Three applies on the same terms.

13.4 UK Addendum. Where a Restricted Transfer subject to the UK GDPR is not covered by §13.2, or the Customer so requires in a Service Order, the parties enter into the UK Addendum, which is incorporated by reference and completed in Schedule 1. If the EU SCCs and the UK Addendum conflict for such a transfer, the UK Addendum prevails.

13.5 Switzerland. For Restricted Transfers subject to the Swiss Federal Act on Data Protection, the EU SCCs apply with references to the EU GDPR read as references to that Act, and the Federal Data Protection and Information Commissioner is the competent supervisory authority.

13.6 Travel Code EU Sp. z o.o. Where Travel Code EU Sp. z o.o. is the contracting entity, it engages Travel Code, Inc. as a Sub-processor, and transfers between them are covered by the Data Privacy Framework or by the EU SCCs (Module Three).

13.7 Change of mechanism. If a transfer mechanism in this §13 is amended, replaced, or invalidated, the parties will cooperate in good faith to put a valid alternative in place promptly.

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14. GENERAL

14.1 Order of precedence. If there is a conflict: (a) the EU SCCs and the UK Addendum prevail over this DPA for Restricted Transfers; and (b) this DPA prevails over the rest of the Agreement for the Processing of Personal Data.

14.2 Liability. Each party's liability under this DPA is subject to the limitations in §11 of the Master Agreement, except to the extent the Data Protection Laws, the EU SCCs, or the UK Addendum do not permit a limitation.

14.3 Term. This DPA applies for as long as Travel Code Processes Personal Data on behalf of the Customer.

14.4 Governing law. Except as the EU SCCs or the UK Addendum require, this DPA is governed by the law that governs the Master Agreement.

ANNEX I — DESCRIPTION OF PROCESSING

A. Parties

Data exporter	The Customer, as identified in its account and any Service Order. Role: Controller (or processor for its own customers). Activities: use of the Travel Code Platform for business travel, expense management, and related services for its personnel.
Data importer	Travel Code, Inc., 77 SE 5th Street, Suite 2805, Miami, Florida 33131, United States. Contact: privacy@travel-code.com. Role: Processor. Activities: provision of the Services under the Agreement.

B. Categories of Data Subjects

- the Customer's employees, contractors, and other authorized Users, including travellers, approvers, and administrators;
- guests and other individuals for whom a User books travel;
- where the Customer is a partner or reseller, the personnel of its own clients.

C. Categories of Personal Data

- identity and contact data: name, work and personal email, phone number, employer, department, job title, manager;
- travel document and traveller profile data: date of birth, sex, nationality, passport and identity document details, visa information, loyalty program numbers, travel preferences;
- booking and itinerary data: flights, hotels, rail, ground transport, dates, locations, and travel history;
- expense data: receipts and invoices, merchants, amounts, categories, cost centers, reimbursement details;
- transaction data from cards and accounts the Customer connects;
- employee data received through an HR System integration, as listed in Schedule E;
- duty of care data: trip locations, risk alerts, check-in responses;
- usage data: log-in records, actions in the Platform, support communications, and the content of queries submitted to assistive features.

D. Special Category Data

The Services are not designed for the systematic Processing of special category data. Such data may be Processed incidentally where a User provides it, for example an accessibility or dietary request connected with a booking, or health-related items shown on a submitted receipt. It is Processed only to fulfil the booking or to process the expense and is protected by the measures in Annex II.

E. Frequency, Nature and Purpose

Continuous, for the term of the Agreement. The nature of the Processing is the collection, storage, organization, transmission, and analysis of Personal Data. The purpose is the provision of the Services to the Customer under the Agreement.

F. Retention

Personal Data is retained for the term of the Agreement and then exported and deleted under §11, subject to retention obligations imposed by law, as described in the Travel Code Data Retention Policy.

G. Competent Supervisory Authority

For Restricted Transfers subject to the EU GDPR: the supervisory authority competent for the Customer under Clause 13 of the EU SCCs. For Restricted Transfers subject to the UK GDPR: the Information Commissioner's Office.

ANNEX II — TECHNICAL AND ORGANIZATIONAL MEASURES

- **Encryption:** Personal Data is encrypted in transit (TLS 1.2 or higher) and at rest (AES-256).
- **Access control:** role-based access, least-privilege provisioning, single sign-on and multi-factor authentication for personnel access to production systems, and prompt removal of access on role change or termination.
- **Infrastructure:** hosting on Amazon Web Services with network segmentation, firewalls, and continuous logging and monitoring.
- **Secure development:** code review, dependency and vulnerability scanning, separation of environments, and change management.
- **Vulnerability management:** periodic penetration testing and remediation according to severity.
- **Resilience:** backups, disaster recovery, and business continuity procedures, tested periodically.
- **Organizational measures:** background checks where the law permits, security and privacy training, confidentiality undertakings, and a documented incident response plan.
- **Compliance program:** independent examination under SOC 2 Type II and continuous control monitoring; reports are available under confidentiality through trust.travel-code.com.
- **Artificial intelligence:** AI providers are engaged on terms that prohibit the use of Customer data to train models, and are operated in a zero-data-retention configuration.
- **Data minimization** and pseudonymization where appropriate to the Service.
- **Sub-processor management:** due diligence, contractual flow-down of data protection obligations, and periodic review.
- **Assistance to the Controller:** tools and support processes in the Platform for access, export, correction, and deletion of User records, and the breach notification procedure in §9.

ANNEX III — SUB-PROCESSORS

Sub-processors are authorized by **category of processing**. The specific provider in each category is published at **trust.travel-code.com** and may change on notice under §7.2.

#	Category of processing	Purpose	Typical location
1	Cloud infrastructure and communications	Hosting, storage, compute, email delivery	European Union (Sweden)
2	Travel content and fulfilment	Distribution of air, hotel, rail and ground content; booking, ticketing, PNR management	European Union
3	Corporate card program	Card program management, card issuance, account servicing, transaction data	United States

#	Category of processing	Purpose	Typical location
4	Payment acceptance	Collection of amounts due to Travel Code	United States, European Union
5	Financial account aggregation	Connection of customer-held cards and accounts and receipt of transaction data	United States
6	Reimbursement and disbursement	Execution of reimbursement instructions given by the Customer	United States
7	Artificial intelligence inference	Receipt processing, classification, assistive workflows, search and chat	United States
8	Trust, compliance and security tooling	Compliance monitoring, trust portal, security monitoring	United States
9	Travel Code group companies	Support, operations, and engineering for the Services	United States, European Union

Notes

1. Components that Travel Code hosts within its own cloud environment are not separate Sub-processors and are covered by category 1.
2. Categories 5 and 6 apply only where the Customer enables the corresponding features under Schedule B.
3. Category 3 applies only where the Customer participates in the Card Program under Schedule C. The card issuing bank acts as an independent controller for the financial services it provides.
4. AI providers in category 7 are engaged on terms that prohibit use of Customer data for model training.

SCHEDULE 1 — UK INTERNATIONAL DATA TRANSFER ADDENDUM

This Schedule completes the UK Addendum where §13.4 applies. The parties agree to be bound by the Mandatory Clauses of the UK Addendum.

Table 1: Parties. The exporter is the Customer and the importer is Travel Code, Inc., with the details set out in Annex I, Part A and in the Customer's account or Service Order. The key contact for the importer is privacy@travel-code.com.

Table 2: Selected SCCs, Modules and Selected Clauses. The EU SCCs incorporated at §13.3 (Module Two, or Module Three where the Customer acts as a processor), with the selections made in §13.3.

Table 3: Appendix Information. Annex 1A: Annex I, Part A of this DPA. Annex 1B: Annex I, Parts B to G. Annex II: Annex II of this DPA. Annex III: Annex III of this DPA.

Table 4: Ending the Addendum when the Approved Addendum changes. Both the importer and the exporter.

SCHEDULE 2 — UNITED STATES PRIVACY ADDENDUM

Published as a separate document and incorporated into this DPA.

SCHEDULE 2 TO THE DATA PROCESSING ADDENDUM

UNITED STATES PRIVACY ADDENDUM

Supplements the Travel Code Data Processing Addendum. Does not replace it.

This United States Privacy Addendum supplements the Data Processing Addendum between Travel Code, Inc. and the Customer (the "**DPA**"). It applies to Personal Information subject to US State Privacy Laws. Where the DPA addresses UK and EU data protection law, this Addendum addresses US law; the two operate in parallel.

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1. DEFINITIONS

"US State Privacy Laws" means the California Consumer Privacy Act as amended by the California Privacy Rights Act ("**CCPA**"), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, the Texas Data Privacy and Security Act, the Oregon Consumer Privacy Act, the Montana Consumer Data Privacy Act, and any other comparable state law in effect during the Term.

"Personal Information", **"Sell"**, **"Share"**, **"Service Provider"**, **"Contractor"**, **"Business"**, **"Consumer"**, **"Sensitive Personal Information"**, **"Process"**, **"Controller"**, and **"Processor"** have the meanings given in the applicable US State Privacy Law.

"Permitted Purpose" means the provision of the Services under the Principal Agreement and its Schedules.

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2. ROLES

2.1 In respect of Personal Information of the Customer's personnel processed to deliver the Services, the Customer is the **Business** or **Controller** and Travel Code is a **Service Provider**, **Contractor**, or **Processor**, as those terms apply.

2.2 Travel Code processes such Personal Information only on the Customer's documented instructions and for the Permitted Purpose.

2.3 Where Travel Code determines its own purposes — including identity verification, sanctions, fraud and anti-money-laundering screening, credit assessment, platform security, acting as merchant of record for travel it sells, and meeting its own legal and recordkeeping obligations — Travel Code acts as a **Business** or **Controller** in its own right, as set out in DPA §3.2.

3. SERVICE PROVIDER COMMITMENTS

Travel Code will not:

(a) **Sell or Share** Personal Information received from the Customer; (b) retain, use, or disclose Personal Information for any purpose other than the Permitted Purpose, or outside the direct business relationship between the parties, except as permitted by US State Privacy Laws; (c) combine Personal Information received from the Customer with Personal Information received from other sources, except as permitted by US State Privacy Laws for a Service Provider; or (d) use Personal Information to train, retrain, or improve any generally available artificial intelligence model, or permit any sub-processor to do so.

Travel Code will comply with its obligations under US State Privacy Laws and provide the same level of privacy protection as those laws require of the Customer. **Travel Code certifies that it understands and will comply with these restrictions.**

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4. SENSITIVE PERSONAL INFORMATION

Travel Code processes Sensitive Personal Information — including government-issued identifiers, financial account and payment card information, account credentials, and any health-related information incidentally contained in a submitted receipt or a stated travel requirement — only as necessary for the Permitted Purpose and as permitted by CCPA §1798.121(a). **Travel Code does not use or disclose Sensitive Personal Information for purposes that would give rise to a right to limit, and does not use it for advertising or for inferring characteristics.**

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5. CONSUMER REQUESTS

5.1 Travel Code will assist the Customer in responding to verified requests to know, access, correct, delete, opt out, limit, or appeal, taking into account the nature of the processing and the information available to Travel Code.

5.2 Where Travel Code receives a request directly from an individual whose Personal Information it processes on the Customer's behalf, Travel Code will not respond substantively, will inform the individual that the request should be directed to the Customer, and will notify the Customer without undue delay.

5.3 Where the Customer instructs deletion, Travel Code will delete and will direct its sub-processors to delete, except where retention is permitted or required by law, including financial, tax, sanctions, and anti-money-laundering recordkeeping obligations.

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6. SUB-PROCESSORS

6.1 Travel Code engages sub-processors in accordance with DPA §7. Each is engaged under a

written contract imposing obligations no less protective than this Addendum, including the restrictions in §3.

6.2 The current list of sub-processors is published at **trust.travel-code.com** and is the authoritative list. Travel Code will give the Customer at least **thirty (30) days'** notice before adding or replacing a sub-processor, and the Customer may object on reasonable data protection grounds within that period.

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7. AUDIT AND COMPLIANCE

7.1 Travel Code will take reasonable and appropriate steps to ensure that its processing is consistent with the Customer's obligations under US State Privacy Laws.

7.2 On the Customer's reasonable written request, and no more than once per year unless required following a security incident or by a regulator, Travel Code will provide information reasonably necessary to demonstrate compliance. Travel Code may satisfy this by providing its then-current SOC 2 Type II report or comparable third-party attestation.

7.3 Travel Code will notify the Customer without undue delay if it determines it can no longer meet its obligations under this Addendum, and the Customer may take reasonable and appropriate steps to stop and remediate unauthorized use.

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8. ORDER OF PRECEDENCE

In respect of Personal Information subject to US State Privacy Laws, this Addendum controls over the DPA and over the Principal Agreement. In all other respects the DPA and the Principal Agreement continue unchanged.