DATA PROTECTION AGREEMENT

This Data Protection Agreement and its Annexes ("**DPA**") is between **Expeditors International of Washington, Inc**. and its Affiliates and subsidiaries (collectively, "**Expeditors**"), and the service provider (including, but not limited to, agents, sub brokers, subcontractors, service providers, vendors, professional consultants, representatives, and carriers) (collectively, "**Service Provider**") named in the Service Provider Agreement executed by the parties under which Service Provider has been engaged to provide services to Expeditors ("**SPA**"). Service Provider is entering into this DPA on behalf of itself and its affiliated entities that may provide Services to Expeditors.

This DPA reflects the parties' agreement with respect to the processing of Expeditors Information and Personal Data by Service Provider in connection with the SPA. This DPA is supplemental to, and forms an integral part of, the SPA and is effective upon its incorporation into the SPA which may be specified in the SPA or an executed amendment to the SPA. In case of any conflict or inconsistency with the terms of the SPA, this DPA will take precedence over the terms of the SPA to the extent of such conflict or inconsistency.

1. DEFINITIONS. In this DPA, the following terms shall have the meanings below. Capitalized terms not defined in this DPA have the meaning ascribed to those terms in the SPA.

"**Applicable Data Protection Law**" means the data protection and privacy laws and regulations to which the parties are subject, including, without limitation, European Data Protection Law, Non-European Data Protection Law, as well as any statutory codes of practice or other binding rules and regulations issued by Supervisory Authorities.

"**Authorized Sub-Processor**" means a Sub-Processor that is approved in accordance with this DPA or the SPA.

"**CCPA**" means the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its implementing regulations.

"**Controller**" means the entity that determines the purposes and means of the processing of Personal Data.

"**Data Subject Request Records**" means a record of communications, requests, or complaints from Data Subjects seeking to exercise their rights under Applicable Data Protection Law or requests for Personal Data. "Data Subject Request Records" include copies of a Data Subject's request for information or complaint, details of the Personal Data accessed and shared, and, where applicable, notes of any meetings or measures taken by Service Provider to resolve the complaint, and correspondence or phone calls relating to the request or complaint.

"**Data Subject**" means the individual to which Personal Data relates.

"**DPA**" means this Data Protection Agreement.

"**EEA**" means the European Economic Area.

"**European Data Protection Law**" means, as applicable: (i) the GDPR, (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); (iv) the UK GDPR; (v) the Swiss FADP, or (vi) any other law governing data privacy and protection in the European Union, UK, or EEA.

"**Expeditors Affiliates**" means an entity that owns or controls, is owned or controlled by or is under common control or ownership with Expeditors, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Expeditors Data**" means any data or information of Expeditors, any Expeditors Affiliates, or any of their respective customers or third-parties that:

(i) is provided to or obtained by Service Provider in connection with the SPA;

(ii) is created, generated, collected, or otherwise processed by Service Provider in connection with the SPA;

(iii) resides in or is accessed through Expeditors Systems or third-party systems that are provided, operated, supported, or used by Service Provider in connection with the Services; or

(iv) is derived from any of the foregoing.

"**Expeditors Information**" means collectively, Expeditors Data and Personal Data.

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"**Expeditors Systems**" means Expeditors' data storage and data processing systems.

"**GDPR**" means the European Union General Data Protection Regulation (Regulation (EU) 2016/679).

"**Member State**" means one of the member states of the European Union.

"**Non-European Data Protection Law**" means data protection or privacy legislation, regulations, guidance, and statutory codes of practice in force outside of the EEA.

"**Personal Data**" means personal information from or about an individual including, but not limited to name, job title, department, name of corporation, postal or e-mail address, phone or fax number, username, password, and IP address. "Personal Data" is a subset of Expeditors Information and includes information that identifies an individual, can reasonably be associated or linked with an individual, and Sensitive Personal Data.

"**Process**" or "**Processing**" means any operation or set of operations that is performed upon Expeditors Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

"**Processor**" means the entity that processes Expeditors Information on behalf of the Controller.

"**Sensitive Personal Data**" means generally, medical and/or health related data, information regarding trade union membership, fingerprints, race or ethnic origin, political affiliations, sex life, religion, credit card or bank account number(s), social security or national identification number, data relating to criminal history or background, objectionable behavior, or other Personal Data that is considered sensitive under Applicable Data Protection Law.

"**Services**" means the services provided by Service Provider to Expeditors or an Expeditors Affiliate as described in the SPA.

"**SPA**" means the Service Provider Agreement executed by the parties.

"**Standard Clauses**" means the standard contractual clauses for the transfer of personal data published by the European Commission on 4 June 2021, or any subsequent version thereof released by the European Commission, with optional clauses removed.

"**Sub-Processor**" means a natural or legal person, public authority, agency, or body other than the Data Subject or Expeditors, who is engaged by Service Provider, or an Affiliate of Service Provider, to process Personal Data.

"**Supervisory Authority**" means an independent public authority that is responsible for monitoring the application of Applicable Data Protection Law with jurisdiction over the parties.

"**Swiss FADP**" means, as applicable, the Federal Act on Data Protection of 19 June 1992 (Switzerland) (with the Ordinance to the Federal Act on Data Protection of 14 June 1993) or the revised Federal Act on Data Protection of 25 September 2020 (September) (with the Ordinance to the Federal Act on Data Protection of 31 August 2022).

"**UK**" means the United Kingdom.

"**UK GDPR**" means the GDPR as amended and incorporated into the law of England and Wales, Scotland, and Northern Ireland under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.

2. SUBJECT MATTER.

2.1. Service Provider provides Services to Expeditors involving the processing of Expeditors Information under the SPA. The parties are entering into this DPA to address each party's obligations under Applicable Data Protection Laws, in particular, Service Provider's obligations under Article 28 of the GDPR and any equivalent obligations under any other Applicable Data Protection Laws.

2.2. Expeditors and or an Expeditors Affiliate will operate as the Controller for any Expeditors Information it provides to Service Provider. Service Provider will operate as the Processor for Expeditors for the limited purpose of using, storing, and otherwise processing Expeditors Information in performance of the Services and the SPA.

3. SERVICE PROVIDER'S OBLIGATIONS. Service Provider represents and warrants that it shall comply with all the obligations set forth in this DPA.

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3.1. **Processing**. Service Provider shall process Expeditors Information to perform the Services.

3.1.1. Service Provider shall immediately inform Expeditors if:

(i) it is of the opinion that any instruction relating to the processing of Expeditors Information infringes Applicable Data Protection Law, or

(ii) it cannot comply with a term in this DPA, the SPA, or its obligations under Applicable Data Processing Law.

3.1.2. Service Provider will comply with any reasonable and appropriate measures directed by Expeditors to stop and remediate unauthorized processing of Expeditors Information.

3.2. **Purpose for Processing**. Service Provider will process Expeditors Information only for the purpose of fulfilling its obligations under the this DPA and the SPA, in accordance with Applicable Data Protection Law, and only at the direction of and in accordance with Expeditors' written instructions. If Service Provider is required to process Expeditors Information pursuant to a legal requirement under applicable law, Service Provider shall inform Expeditors of that legal requirement prior to processing.

3.3. **Authorized Sub-Processors**. Service Provider will not disclose, transfer, or otherwise make available Expeditors Information to any third-party except an Authorized Sub-Processor.

3.3.1. Service Provider will obtain Expeditors' prior written approval to disclose Expeditors Information to a Sub-Processor at least thirty (30) days prior to such disclosure in order to allow Expeditors to evaluate whether supplemental data processing agreements or other controls are needed or to decide whether to decline approval for Service Provider to engage a Sub-Processor.

3.3.2. Service Provider will provide a list detailing the name and address of each Sub-Processor as well as the locations of any Sub-Processor's servers that process Expeditors Information.

3.3.3. If a Sub-Processor is approved and becomes an Authorized Sub-Processor, Service Provider shall:

(i) impose the same requirements that Service Provider is subject to under this DPA on the Authorized Sub-Processor; and

(ii) remain fully liable for that Authorized Sub-Processor's failure to comply with this DPA or Applicable Data Protection Law.

3.4. **Confidentiality**. Service Provider will ensure that persons authorized to process Expeditors Information have contractually committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.5. **Audits**. Service Provider will make available all information necessary to demonstrate compliance with this DPA. Upon request, Service Provider will allow for and contribute to audits or inspections of its data processing facilities, data files, and documentation by Expeditors or any independent auditor or inspection entity reasonably selected by Expeditors to verify compliance with this DPA.

3.6. **Data Subject Requests**. Service Provider will notify Expeditors and the relevant Expeditors Affiliate acting as Controller immediately and no later than forty-eight (48) hours upon receipt of:

(i) a request from a Data Subject seeking to exercise any of his or her rights under Applicable Data Protection Law, including, but not limited to, the right of access, right to rectification, erasure, restrict processing, data portability, right to opt-out of sale or sharing for cross-context behavioural advertising, and the right to object; or

(ii) any complaint from a Data Subject regarding the processing of that person's Personal Data. Service Provider will provide Expeditors with full cooperation and assistance in relation to any such request or complaint.

3.7. **Assistance with Fulfilling Obligations to Data Subjects**. Service Provider will assist Expeditors fulfil its obligations to respond to Data Subject requests through appropriate technical and organizational measures. This includes maintaining accurate, complete, and up-to-date Data Subject Request Records.

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3.8. **Records of Processing**. Service Provider will maintain records of processing activities under this DPA and the SPA. Expeditors reserves the right to inspect these records under this section and Section 3.6 at any time.

3.9. **Data Protection Impact Assessments**. Service Provider will provide reasonable assistance to Expeditors and Expeditors Affiliates with any data protection impact assessments and prior consultations with Supervisory Authorities that Expeditors reasonably deems to be required of it or any Expeditors Affiliates under Applicable Data Protection Laws.

3.10. **Information Security Program**. Service Provider has implemented and will maintain a comprehensive written information security program ("**ISP**") that includes administrative, technical, organizational, and physical safeguards. In particular, the ISP will include, but is not limited to, the following safeguards:

3.10.1. Access Controls. The ISP will include policies, procedures, and physical, and technical controls that:

(i) limit physical access to Service Provider's information systems and the facility or facilities in which such systems are housed to properly authorized persons;

(ii) ensure that all Service Provider personnel who require access to Expeditors Information have appropriately controlled access;

(iii) prevent personnel and others who should not have access to Expeditors Information from obtaining access;

(iv) authenticate and permit access only to authorized individuals and prevent members of its workforce from providing Expeditors Information to unauthorized individuals; and

(v) encrypt and decrypt Expeditors Information where appropriate.

3.10.2. Security Awareness and Training. Service Provider will implement and maintain a security awareness and training program for all members of Service Provider's workforce (including management) that includes training on how to implement and comply with its ISP.

3.10.3. Security Incident Procedures. The ISP will include policies and procedures to detect, respond to, and otherwise address Security Incidents (defined below). This includes, but is not limited to, procedures to monitor systems and detect actual and attempted attacks on or intrusions into Expeditors Information and Expeditors Systems, and procedures to identify and respond to actual or suspected Security Incidents, mitigate harmful effects, and document Security Incidents and their outcomes.

3.10.4. Contingency Planning. The ISP will include policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failures, and natural disasters, etc.) that damages or may damage Expeditors Information or systems containing Expeditors Information. Such policies and procedures shall include, without limitation, a data backup plan and a disaster recovery plan.

3.10.5. Device and Media Controls. The ISP will include policies and procedures that govern the receipt and removal of hardware and electronic media containing Expeditors Information into and out of Service Provider's facilities and the movement of these items within a Service Provider facility. This includes, without limitation, policies and procedures to address the final disposition of Expeditors Information, the hardware or other media on which it is stored, and procedures for removal of Expeditors Information from electronic media before the media are made available for re-use. Service Provider shall ensure that no Expeditors Information is downloaded or otherwise stored on laptops or other portable devices.

3.10.6. Audit Controls. Service Provider will have hardware, software, and procedural mechanisms that record and examine activity in information systems that contain, use, or otherwise process Expeditors Information, including appropriate logs and reports concerning these security requirements and compliance with them.

3.10.7. Data Integrity. The ISP will include policies and procedures that ensure the confidentiality, integrity, and availability of Expeditors Information and protect it from disclosure, improper alteration, or destruction.

3.10.8. Storage and Transmission Security. The ISP will include technical security measures to guard against unauthorized access to Expeditors Information transmitted over electronic communications networks, including encryption while in-transit and at-rest on networks or systems to which unauthorized individuals may have access.

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3.10.9. Assigned Security Responsibility. Service Provider will designate a security official responsible for the development, implementation, and maintenance of its ISP and notify Expeditors with this security official's full name and contact information within seven (7) business days of request.

3.10.10. Testing. Service Provider will regularly test the key controls, systems, and procedures within its ISP to ensure that they are properly implemented and effective in addressing the threats and risks identified. Tests will be conducted or reviewed by independent third-parties or personnel independent from those who develop or maintain the ISP.

3.10.11. Program Adjustments. Service Provider will monitor, evaluate, and adjust the ISP in light of any relevant changes in technology or industry security standards, the sensitivity of the Expeditors Information, internal or external threats to Service Provider or Expeditors Information.

3.11. **Audits**. Service Provider will cooperate as directed by Expeditors in any audits conducted by or on behalf of Expeditors, an Expeditors Affiliate, a Supervisory Authority, or other authorities with respect to the processing of Expeditors Information.

3.12. **Security Incidents**.

3.12.1. **Notice of Security Incidents**. Service Provider shall notify Expeditors immediately in writing (and in any event, no later than twenty-four (24) hours from becoming aware) in the event that: (i) any Expeditors Information is used, disclosed, or otherwise processed in violation of this DPA, the SPA, or Applicable Data Protection Law, or (ii) if Service Provider discovers, is notified of, or suspects that unauthorized access, acquisition, disclosure, loss, alteration, destruction, or use of Expeditors Information has occurred, may have occurred, or may imminently occur ("**Security Incident**").

3.12.2. **Description of Security Incident**. Service Provider shall provide a detailed description of the Security Incident, the type of data affected by the Security Incident, the identities of all affected Data Subjects, and any other information reasonably requested concerning the Security Incident as soon as this information can be collected or becomes available. Service Provider shall take immediate action, at its own expense, to investigate the Security Incident and identify, prevent, mitigate, and remediate the Security Incident and its effects, and carry out any recovery or other action (e.g., mailing statutorily required notices) necessary to respond to and remedy the Security Incident.

3.13. **Cross-Border Transfers.** If European Data Protection Laws require that appropriate safeguards are put in place, the Standard Clauses will be incorporated by reference and will form an integral part of this DPA and the SPA as follows:

3.13.1. For European Personal Data that is subject to the GDPR:

(i) Expeditors is the "data exporter" and Service Provider is the "data importer";

(ii) Module Two "Controller to Processor" terms apply to the extent Expeditors is a Controller of European Personal Data;

(iii) in Clause 7, the optional docking clause applies;

(iv) in Clause 9, Option 2 applies and changes to "Sub-Processors will be notified in accordance with Section 3.3 of this DPA";

(v) in Clause 11, the optional language is deleted;

(vi) the Annexes of the Standard Clauses will be deemed completed with the information set out in the Annex 1 of this DPA;

(vii) the Supervisory Authority that will act as a competent supervisory authority will be determined in accordance with the GDPR; and

(viii) if and to the extent the Standard Clauses conflict with any provision of this DPA or the SPA, the Standard Clauses will prevail to the extent of such conflict.

3.13.2. For European Personal Data that is subject to the UK GDPR, the Standard Clauses will apply in accordance with Section 3.13.1 above and the following modifications:

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(i) the Standard Clauses will be modified and interpreted in accordance with the UK Addendum, the terms of which will be incorporated reference and form an integral part of this DPA and the SPA;

(ii) Tables 1, 2, and 3 of the UK Addendum will be deemed completed with the information set out in Annex 1 of this DPA and Table 4 will be deemed completed by selecting "neither party"; and

(iii) any conflict between the terms of the Standard Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

3.13.3. for European Personal Data that is subject to the Swiss FADP, the Standard Clauses will apply in accordance with Section 3.13.1 above and the following modifications:

(i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss FADP;

(ii) references to "EU," "Union," and "Member State law" will be interpreted as references to Swiss law;

(iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner" and the "relevant courts in Switzerland."

3.14. **Alternative Transfer Mechanism**. In the event that Expeditors is required to adopt an alternative transfer mechanism for European Personal Data in addition to or other than the mechanisms described in Section 3.13 above, such alternative transfer mechanism will automatically apply instead of the mechanisms described in this DPA (but only to the extent such alternative transfer mechanism complies with European Data Protection Laws). Service Provider agrees to execute such other documents or take such action as may be reasonably necessary to give legal effect to such alternative transfer mechanism.

3.15. **Supplemental Data Processing Agreements**. Upon Expeditors' request, Service Provider will promptly execute, and cause any third-party to which it discloses or allows access to Expeditors Information to execute, supplemental data processing agreement(s) with Expeditors or any Expeditors Affiliate, or take other appropriate steps to address cross-border transfer requirements if Expeditors concludes, in its sole judgment, that these steps are necessary.

3.16. **CCPA**. For processing of Personal Data that is subject to the CCPA, Service Provider shall not:

(i) sell or share (as defined in the CCPA) Personal Data;

(ii) retain, use, or disclose Personal Data outside of the direct business relationship between Service Provider and Expeditors; or

(iii) combine Personal Data with information received from any other source.

4. GOVERNING LAW. This DPA will be governed by and construed in accordance with the laws of the state of Washington without regard for its choice of law rules.

5. TERMINATION.

5.1. **Duration**. This DPA shall remain in full force and effect for so long as the SPA remains in effect, unless earlier terminated pursuant to Section 5.2.

5.2. **Termination for Cause**. Expeditors may terminate this DPA and/or the SPA immediately, without judicial notice or resolution and without prejudice to any other remedies, in the event that:

(i) compliance by Service Provider would put Expeditors in breach of its legal obligations;

(ii) Service Provider is in substantial breach of any representations or warranties given by it under this DPA and fails to cure such breach with thirty (30) days' notice from Expeditors;

(iii) a Supervisory Authority or other tribunal or court in the countries in which Expeditors or an Expeditors Affiliate operates finds that there has been a breach of any laws by virtue of a party's processing activities; or

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(iv) if either party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

5.3. **Effect of Termination of the SPA**. This DPA will immediately terminate if all applicable SPAs are terminated for any reason.

5.4. **Deletion and Return**. Upon termination of this DPA for any reason, Service Provider will immediately return all Expeditors Information and all copies of the Expeditors Information to Expeditors, or destroy all copies of such Expeditors Information. Service Provider will promptly certify to Expeditors that it has carried out Expeditors' directions under this section. Section 5.4 shall survive termination of this DPA.

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ANNEX 1 – DETAILS OF PROCESSING

A. List of Parties

Data exporter

Name:	Expeditors International of Washington, Inc.
Address:	1015 Third Avenue, Seattle, WA 98104, U.S.A.
Contact details:	As set forth in the SPA
Role:	Controller
Activities:	Personal Data processing pursuant to this DPA and in connection with the SPA

Data importer

Name:	As set forth in the SPA
Address:	As set forth in the SPA
Contact details:	As set forth in the SPA
Role:	Processor
Activities:	Personal Data processing pursuant to this DPA and in connection with the SPA

B. Description of Transfer

Categories of Data Subjects whose Personal Data is Transferred: As set out in this DPA and/or the SPA.

Categories of Personal Data Transferred: As set out in this DPA and/or the SPA.

Sensitive Data Transferred (if applicable): As set out in this DPA and/or the SPA.

Frequency of transfer: Continuous

Purpose of the transfer and further processing: As set out in this DPA and/or the SPA.\

Period for which Personal Data will be retained: As set out in this DPA and/or the SPA.

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