



INTRA GROUP DATA TRANSFER AGREEMENT (IGA)
IGA TERMS & CONDITIONS: ITC

A: BACKGROUND AND FRAMEWORK

1. DEFINITIONS

Affiliate	any company, partnership or other entity which from time to time Controls, is Controlled by or is under common Control with that entity. For these purposes, "Control" means the beneficial ownership of more than 50 (fifty) per cent. of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity and cognate terms shall be construed accordingly
Agreement or Intragroup Agreement, Intragroup Data Transfer Agreement or IGA	the intragroup data transfer agreement into which this module ITC is included with all incorporated modules and terms and which provides a framework for intragroup data transfers, including international data transfers among members of CWT Group
CAC or CWT Acceding Company	see definition of 'IGA Party'
CCC or CWT IGA Co-ordinating Company	CWT Global B.V. with registered office at Oval Tower, De Entree 159, 1101 HE, Amsterdam, Netherlands updates published from time to time at: https://www.mycwt.com/legal/notices/
CLE or CWT Legal Entities	CWT entities specified in web resource listed in IFT
CWT Group	CWT Global BV and its Affiliates, including CLE
Data Controller	the entity responsible for determining the purposes and the means of Processing of personal data as further defined under the Data Protection Laws
Data Exporter	an IGA Party which transmits personal data
Data Importer	an IGA Party which receives personal data
Data Processor	the entity Processing personal data on behalf of the Data Controller as further defined under the Data Protection Laws
Data Protection Laws	applicable data protection legislation including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679), and local equivalent as amended, extended, re-enacted or consolidated from time to time
Data Subject	individuals whose Personal Data is Processed under the framework of this Agreement
DAT or Data Transfer Agreement Implementation Template	the terms posted on web resource listed in IFT with Module ID DAT
DTR or Data Transfer Records	records each in the format of DAT including details of particular data transfers, in each case specifying data transfer terms or module applicable to specified transfers
EEA or European Economic Area	countries of the European Economic Area (from time to time)
GDPR or General Data Protection Regulation	General Data Protection Regulation (Regulation (EU) 2016/679)
IAA or IGA Accession Agreement	an Agreement in the form of IAA Template which has been executed
IAA Template or IGA Accession	the Terms posted on web resource listed in IFT with Module ID IAT



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Agreement Template	
IDT or Intragroup Data Transfer	a transfer of Personal Data between members of CWT Group
IIDT or International Intragroup Data Transfer	a transfer of Personal Data between members of CWT Group in respect of which the Data Exporter and Data Importer are each located in different countries
IDTA or Intragroup Data Transfer Agreement	an agreement made under the framework of this Agreement in relation to particular IDT
IFT or Intra Group Framework Terms	the Terms posted on web resource listed in IFT with Module ID IFT
IGA	see definition of 'Agreement'
IGA Parties	parties which have executed an IAA to become party to this Agreement
Instructions	Data Exporter's written instructions to Data Importer, which may be specific instructions or instructions of a general nature as set out in the Agreement or as otherwise notified by Data Exporter to Data Importer during the term of the Agreement and related to the processing of Personal Data
NIDT or National Intragroup Data Transfer	a transfer of Personal Data between members of CWT Group in respect of which the Data Exporter and Data Importer are each located in the same country
Personal Data	any information relating to an identified or identifiable natural person defined under the Data Protection Laws and that Data Importer Processes (as defined) on behalf of Data Exporter under this Agreement
Personal Data Incident	a breach of security relating to Personal Data in Data Importer's systems or facilities and/or Data Importer's Sub-processors' systems or facilities and leading to accidental or unlawful destruction, loss, damage and/or alteration of Personal Data; (ii) unauthorized disclosure and/or access of Personal Data; and/or (iii) any and all other unauthorised or unlawful forms of Processing upon Personal Data
Processing, Process and processed	one or more of the following activities: collection; recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, destruction performed on the Personal Data
Regulator	a data protection regulator with legal authority to regulate international transfers of personal data under Data Protection Laws
RIIDT or Restricted International Intragroup Data Transfer	IIDT which would be prohibited by Data Protection Laws without implementation of an international data transfer mechanism and documentation (for example SCC 2021) approved by Regulator
RIIDTA or Restricted International Intragroup Data Transfer Agreement	a bi-lateral agreement made under the framework of this Agreement in relation to particular RIIDT to which additional parties may later accede
RIIDTT or Restricted International Intragroup Data Transfer Terms Modules	collectively the Restricted International Intragroup Data Transfer Terms Modules posted on web resource listed in IFT under the heading RIIDTT
SCC 2021	EU standard Contractual Clauses, 2021 version included in Decision 2021/915;
STT or Standard Data Transfer Terms	the terms posted on web resource listed in IFT with Module ID STT
STTA or Standard Data Transfer Agreement	a bi-lateral agreement made under the framework of this Agreement on the terms of STT in relation to particular IDT
UIIDT or Unrestricted	IIDT which are not RIIDT



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International Intragroup or Data Transfer	
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2. INTERPRETATION

In this Agreement:

- 2.1 Most defined terms used in this Agreement are listed in the preceding section however if terms are defined in other content or modules of the Agreement they shall apply as if defined above.
- 2.2 Terms defined in GDPR and not defined in this Agreement have the meanings assigned in GDPR when used in this Agreement.
- 2.3 Except where otherwise stated, a reference in the main body of this Agreement to a clause, schedule or module is to a clause, schedule or module of or to this Agreement.
- 2.4 A reference to the singular includes the plural and vice versa.
- 2.5 The headings in the main body of this Agreement do not affect its interpretation.
- 2.6 Terms of modules available on links which are specified for inclusion in this Agreement or other related agreement are incorporated into this Agreement or related documentation as if included in hard copy.

3. IGA BACKGROUND

- 3.1 National and international transfers of personal data are arranged among members of CWT Group for various purposes, including but not limited to purposes within broad categorizations such as delivery of travel related products, services, solutions and service support to clients and travelers and business support such as employment and related support.
- 3.2 As part of CWT's Global Data Privacy Program robust, consistent and transparent data governance and compliance with Data Protection Laws including laws, rules and regulations related to Intragroup Data Transfers, National Intragroup Data Transfers, International Intragroup Data Transfers and Restricted International Intragroup Data Transfers is of paramount importance to CWT Group. For this reason and to provide assurance and promote and increase trust and confidence in personal data governance, processing and sharing among relevant data subjects and stakeholders CWT Group has adopted this Agreement and implemented related arrangements and processes to facilitate updating, support and maintenance in a manner which is sufficiently flexible to meet requirements of Data Protection Laws and adapt to future legal developments and changes in Data Protection Laws.
- 3.3 Members of CWT Group have assigned business teams, business owners and technology owners, operating under the guidance and direction of CWT Global Privacy Office and Data Governance teams with engagement and support from legal and compliance and Risk & Security teams and other required teams and stakeholders to implement and optimize processes, teamwork and technology associated with or supporting delivery of this Agreement and related arrangements in streamlined, efficient and legally compliant manner.



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- 3.4 Members of CWT Group expect that this Agreement to provide the principal framework and terms under which intragroup data transfers including international data transfers and international data transfers requiring special transfer mechanisms and documentation from regulators be implemented shall be documented among CWT Group under the terms of this Agreement, with the support of the data transfer framework defined in this Agreement.

4. CATEGORIES OF INTRAGROUP DATA TRANSFERS

- 4.1 Transfers of personal data between members of the CWT Group may be assigned to one or more categories according to the hierarchy below:

(a) IDT or Intragroup Data Transfers

1. NIDT or National Intragroup Data Transfers
2. IIDT or International Intragroup Data Transfers
 - i. RIIDT or Restricted International Intragroup Data Transfers
 - ii. UIIDT or Unrestricted International Intragroup Data Transfers

- 4.2 All transfers of personal data under this Agreement are members of the category IDT.

- 4.3 Particular IDT may, in addition to their membership of category IDT be either members or the category NIDT or IIDT.

- 4.4 Particular IIDT may, in addition to their membership of the category IIDT either be members of the category RIIDT or UIIDT.

5. IAA, IGA ACCESSION, IGA PARTIES

- 5.1 The mechanism by which an entity becomes party to this Agreement is the execution of an accession agreement with the content and format of the IAA Template by an individual with authority to bind that entity to the terms of the IAA Template and this Agreement.

- 5.2 An entity may execute the IAA Template using any legally recognized signing process or formality such as wet ink or other means of collecting and recording signature and binding commitment. For reasons of efficiency and flexibility electronic signature with facsimile or digital click-thru signature is the preferred method of formalizing and recording execution of IAA Template to bring into effect multiple legally binding IAA.

- 5.3 CWT Global BV may enter into this Agreement by being the first entity to execute the IAA Template in the capacity of both CCC and CAC.

- 5.4 Following its entry into this Agreement CCC may, acting on its own behalf and on behalf of all IGA Parties, approve accession of additional entities to the terms of this agreement by arranging circulation of IAA Template to such additional entity, being listed in the IAA Template as counter-signatory, coordinating and accepting signing and accession of such entity.



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- 5.5 Parties to IAA agree that each time an IAA Template is executed by an entity a legally binding contract on the terms of IAA including all specified modules and under the terms of which CWT Acceding Company accedes to the terms of this Agreement and becomes party to the IGA is formed by and between:
- (a) CWT Acceding Company
 - (b) each IGA Party, including CCC
- 5.6 By signing IAA each IGA Party accedes to and becomes party to the IGA, subject to its terms and covenants with all parties to the IGA to observe, perform and be bound by all terms of the IGA, including any and all data transfer documentation and agreements made under the IGA in relation to its data transfers.

6. ROLE OF CWT IGA CO-ORDINATING COMPANY (CCC)

- 6.1 Each IGA Party hereby authorizes and empowers CCC to conduct the role of IGA Co-ordinating Company including as further specified in this section, under guidance and direction of CWT Global Privacy Office and Data Governance teams with input from national and global business teams, business owners and technology owners, legal and compliance teams, risk and security teams and other required teams and stakeholders.
- 6.2 Each IGA Party hereby authorizes and empowers CCC to maintain suitable cohort of parties to IGA for data transfer purposes, including but not limited to:
- (a) arranging circulation of IAA Template among additional entities;
 - (b) facilitating and collecting signature from additional entities;
 - (c) entering into IAA Templates with other entities on behalf of each IGA Party;
 - (d) retaining records of IAA in suitable document or contract management systems.
- 6.3 Each IGA Party hereby authorizes and empowers CCC to revise and update the content and terms of this IGA and data transfer documentation or agreements made under IGA from time to time to comport with Data Protection Laws, including but not limited to;
- (a) providing notices of IGA updates by posting on applicable web or other suitable resources;
 - (b) implementing, facilitating and coordinating documentation and related arrangements to support its IDT;
 - (c) receive, review and reasonably remediate notifications from IGA Parties relating to change in factual or operation circumstances of IGA Parties or data transfers with which IGA Parties are engaged.
- 6.4 Each IGA Party hereby authorizes and empowers CCC to arrange preparation, adoption and implementation of documentation to meet data governance requirements and standards of CWT Group in relation to IDT which may include transfer agreement creation under one or more of the following mechanisms:
- (a) mechanism defined in the IGA section headed 'INTRAGROUP DATA TRANSFERS (IDT)';
 - (b) implementation of DTR, only in respect of IDT where CCC determines such approach is suitable;



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(c) other suitable mechanism developed by CCC from time to time.

6.5 Each IGA Party hereby authorizes and empowers CCC to arrange preparation, adoption and implementation of documentation in suitable format to address regulatory requirements in respect of legalizing RIIDT which may include transfer agreement creation under one or more of the following mechanisms:

- (a) implementation of DTR in respect of each particular RIIDT;
- (b) other suitable mechanism developed by CCC from time to time.

6.6 Each IGA Party hereby authorizes and empowers CCC to arrange implementation of DTR in relation to each transfer for which DTR are adopted, in the following manner :

- (a) completion of template DAT;
 - 1. inclusion of metadata relating to relevant data transfer;
 - 2. specification of Data Exporter and Data Importer;
 - 3. in relation only to RIIDT inclusion of terms or content mandated by Regulator in respect of particular RIIDT such as RIIDTT;
- (b) approval and signing by CCC on behalf of IGA Parties and publication, storage, retention of DTR utilizing suitable technical resources which are shared or reasonably accessible by IGA Parties.

6.7 Each IGA Party agrees that DTR adopted in which it is listed as Data Exporter or Data Importer will create a binding agreement to which it will become party and that such DTR shall legalise data transfers listed in each DTR in which it is listed to meet all applicable legal transfer requirements in relation to RIIDT.

6.8 Each IGA Party agrees that CCC may produce one or more records, reports, confirmations or conformed copies of any IDTA or RIIDTA upon request.

6.9 Each IGA Party agrees to take all reasonable measures to legalize perfect or otherwise validate actions of CCC made on its behalf in furtherance of CCC's role and appointment under this section, including but not limited to signing of one or more documents, transfer agreements, records, DTR or otherwise promptly upon receipt of any request from CCC and all ancillary steps and actions to this effect. Based on the content of this Agreement including approvals for CCC to implement and sign transfer agreements on their behalf IGA Parties expect actions listed in the preceding sentence will be exceptional, minimal or may in practice not be needed at all.

B: DATA TRANSFERS AND DATA TRANSFER DOCUMENTATION

7. INTRAGROUP DATA TRANSFERS (IDT)

7.1 In respect of IDT the parties wish to ensure that adequate safeguards are in place to protect the rights and freedoms of individual data subjects and have therefore agreed to enter into a network of agreements, each of which shall be made:

- (a) between IGA Parties acting as Data Exporter and Data Importer involved in a particular transfer



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- (b) on a sub-set of the terms of STT, depending in respect of particular transfer, on:
 - 1. the role of Data Exporter as either Data Controller or Data Processor;
 - 2. the role of Data Importer as either Data Controller or Data Processor;
- (c) under the framework of this Agreement.

7.2 Each IGA Party that is:

- (a) a Controller in respect of an IDT to another party to this Agreement as Processor in respect of that transfer hereby enters into an agreement on the terms of STTDCDP for Data Controller to Data Processor transfers;
- (b) a Processor in respect of an IDT from another party to this Agreement as Controller in respect of that transfer hereby enters into an agreement on the terms of STTDCDC for Data Controller to Data Controller transfers;

each of these agreements shall be STTA.

7.3 Each STTA comes into effect on the later of:

- (a) the Data Exporter becoming a party to this Agreement;
- (b) the Data Importer becoming a party to this Agreement; or
- (c) the commencement of the IDT.

7.4 Where relevant for the purposes of the STTA, the Data Exporter hereby consents to the appointment of sub-processors by the Data Importer provided that the Data Importer shall flow down all relevant obligations to any sub-processors and the Data Importer remains liable to the Data Exporter for any acts or omissions of any sub-processors in relation to the personal data transferred.

7.5 IGA Parties may request additional details or documentation regarding IDT from CCC. To address such request CCC may, in relation to IDT which are the subject of such request, refer to or provide one or more relevant extracts, outputs or reports from CWT Group data inventory system and/or refer to, update or provide one or more DTR in relation to IDT. IGA Parties will provide all input, cooperation and support reasonably required to promptly fulfil any such request.

8. RESTRICTED INTRA GROUP TRANSFERS

8.1 In respect of RIIDT the parties wish to ensure that adequate safeguards are in place to protect the rights and freedoms and privacy of individual data subjects and facilitate compliance of each IGA Party with Data Protection Laws, in relation in particular to RIIDT. The parties have therefore agreed to enter into a network of agreements each of which shall be made:

- (a) between IGA Parties acting as Data Exporter and Data Importer respectively in relation to each particular RIIDT;
- (b) on the the terms of one of the modules of RIIDTT or other suitable mechanism approved under this Agreement, depending in respect of particular transfer, on:
 - 1. the role of Data Exporter as either Data Controller or Data Processor;
 - 2. the role of Data Importer as either Data Controller or Data Processor;
 - 3. the countries from which data is exported imported;
 - 4. Data Protection Laws;



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(c) under the framework of this Agreement.

- 8.2 Each IGA Party shall, in respect of each RIIDT it engages in as Data Exporter or Data Importer, whether as Controller or Processor shall implement DTR with the other relevant IGA Party in respect of such transfer through adoption and implementation of DTR process defined in the sub-set of the section 'Intragroup Data Transfers' of this Agreement. Such agreements shall be known collectively as RIITA.
- 8.3 Each RIITA comes into effect on the date the DTR in respect of the particular RIIDT to which it relates is adopted following the process defined in this Agreement.
- 8.4 CWT IGA Party agrees to undertake all specified responsibilities as Data Exporter or Data Importer under each RIITA to which it becomes party through DTR with the same binding commitment as if signed under hand with wet ink signature.

C: GENERAL TERMS:

9. COMMUNICATIONS AND NOTICES BETWEEN IGA PARTIES

- 9.1 Each IGA Party agrees that it will arrange regular checking of web or other suitable resources utilized for the purposes of implementing, operationalizing or updating this Agreement and data transfer agreements made under this Agreement.
- 9.2 CCC may, at its sole discretion circulate communications or updates to this Agreement or serve notices to other IGA Parties using approved communications resources and channels of CCC which are reasonably accessible by other IGA Parties. Suitable channels may include but are not limited to web and other channels used from time to time for communications and notifications. Alternatively or in addition to arrangement detailed in immediately preceding sentence CCC may serve notices to other IGA Parties in writing by post or fax to the registered office of the relevant party or by email.
- 9.3 Where content of or content relating to this Agreement is published, posted or updated by CCC to accessible web or other channel notices or such publication or updating will be deemed as having been served 10 business days after posting.
- 9.4 Any IGA Party may provide a notice of any changes to arrangements documented in this Agreement, IAA or STTA or RIIDTA to CCC which shall act on its own behalf and on behalf of other IGA Parties in receiving, arranging coordinating and implementing any suitable response or remediation to such notice and its contents.
- 9.5 Each IGA Party shall notify CCC as soon as reasonably practicable if at any time it is, or is likely to become, unable to comply with the provisions of this Agreement, IAA, STTA or RIIDTA to which it is party. Any notification shall include a clear explanation of the matter being notified and details of any proposed or requested changes, remediations or amendments.
- 9.6 All notices served by parties other than CCC under this Agreement must be served by email to: globalprivacy@mycwt.com Any notice purported to be served on CCC but which is not received by CCC at this address by email shall be invalid. CCC shall evaluate notice received and review in relation to itself and other IGA Parties.



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9.7 All notices to CCC sent by email shall be deemed served 5 business days after receipt.

10. PRIORITY OF TERMS

In case of conflict between a clause or section of ITC or other Agreement module and a clause or section of RIIDTA the clause or section of RIIDTA shall prevail in relation only to the subject matter of the conflict.

11. GOVERNING LAW

11.1 This Agreement is governed by the law of The Netherlands.

11.2 IAA, STTA or RIIDTA shall be governed by the laws of The Netherlands or otherwise specified therein.

11.3 All disputes shall be resolved under the corresponding country of the applicable and governing law.

12. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable laws and regulations in performing this Agreement including, but is not limited to Data Protection Law.

13. TERMINATION, SUSPENSION

13.1 CCC may at any time suspend or terminate this Agreement in whole or in part in respect of any or all of the IGA Parties, such suspension or termination to take effect upon notification to relevant IGA Party(ies).

13.2 Any party to this Agreement may suspend or terminate this Agreement at any time (in respect of its own participation in the Agreement only) by providing notice to CCC.

13.3 Where termination or suspension rights are exercised under this clause, no suspension or termination shall affect the obligations of IGA Parties in respect of personal data transferred prior to the suspension or termination.

13.4 If any transition period prior to particular suspension or termination taking effect

14. MISCELLANEOUS

14.1 No provision of this Agreement creates a partnership between any of the parties or makes a party the agent of another party for any purpose. A party has no authority or power to bind, contract in the name of, or create a liability for another party in any way or for any purpose by virtue of this Agreement.

14.2 A party may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under this Agreement without having first obtained the express consent of CCC.

14.3 This Agreement may be executed in any number of counterparts, no one of which needs to be



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executed by all parties and this Agreement shall be binding upon all parties with the same force and effect as if all parties had signed the same document, and each such signed counterpart shall constitute an original of this Agreement.