

# ZEBRA® PARTNERCONNECT PROGRAM

## GLOBAL CHANNEL PROGRAM DATA PRIVACY ADDENDUM

*Regions: North America, Latin America, Asia Pacific, and Europe, Middle East and Africa*

This Global Channel Program Data Privacy Addendum (known as "Global Channel Program DPA" or "Data Privacy Addendum") applies to (i) the PartnerConnect Program Master Terms and Conditions, forming part of each Regions' Participation Terms and Conditions (as amended); and (ii) the reseller, distributor, sub-distributor or other type agreements (as amended) between the corresponding reseller, distributor, sub-distributor or other third party in which this Global Channel Program DPA is referenced (indistinctly, "Company") and: (a) Zebra Technologies Corporation, LLC., acting on its own behalf and as agent for any Zebra Affiliates in the North America and Latin America Regions; (b) Zebra Technologies Asia Pacific Pte. Ltd., acting on its own behalf and as agent for Zebra Affiliates in the Asia Pacific Region; (c) Zebra Technologies Europe Limited, acting on its own behalf and as agent for Zebra Affiliates in the EEA, the UK, and Switzerland; or (d) Zebra Technologies Corporation, LLC. acting on its own behalf and as agent for any Zebra Affiliates located outside the EEA, the UK, and Switzerland (when appointed by Zebra Technologies Europe Limited as Sub-processors), whereby all Zebra Technologies entities shall be referred to herein as "Zebra". For the purposes of this Data Privacy Addendum, the Participation Terms and Conditions and the applicable reseller, distributor, sub-distributor or other type agreements (as the case may be) will be referred to as "PartnerConnect Agreement". Furthermore, for each Region, this Data Privacy Addendum supplements the PartnerConnect Agreement to the limited extent applicable to data processing governed by Data Protection Legislation which occurs under such terms.

In all the Regions and for the purpose of this Data Privacy Addendum, Company acts on its own behalf and as agent for each Company Affiliate (such entities being data controllers).

This Data Privacy Addendum does not constitute legal advice and Company and / or End-User Customer is required to determine its own requirements for compliance with and usage of any Personal Data, including Biometric Data, in any countries, states, jurisdictions or regulated facilities in which it operates, collects, stores, transfers, or processes such data.

### 1. Agreed terms and Interpretation

1.1. Save where defined below, terms used but not otherwise defined in this Data Privacy Addendum shall have the meanings given to them in the PartnerConnect Agreement.

1.2. The following definitions and rules of interpretation apply in this Data Privacy Addendum:

**Adequacy Framework** means any system of certification adopted by the European Commission (or in respect of Personal Data transfers caught by the UK GDPR or the Swiss FADP, the relevant UK and/or Swiss governmental or regulatory body), pursuant to which transfers of Personal Data to participating organisations are considered adequate under Article 45(1) of the GDPR, including but not limited to, the EU-US Data Privacy Framework adopted pursuant to European Commission Implementing Decision of 10 July 2023, the Swiss-US Data Privacy Framework and the UK Extension to the EU-US Data Privacy Framework.

**Biometric Data** will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Legislation. As defined, "Biometric Data" means any handling of particular biometric information including, but not limited to, "Biometric Identifiers" and/or "Biometric Information";

**Biometric Identifier** means an individual's biological, physical, or behavioural characteristics;

**Business Day(s)** means any day (other than a Saturday or Sunday) on which banks are open for general business in the country where the Company is located;

**Data Protection Legislation** means:

- (i) the UK Data Protection Legislation;
- (ii) the Swiss Data Protection Legislation;
- (iii) the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- (iv) the EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (when in force) (the “**EU GDPR**”);
- (v) all relevant laws or regulations implementing or supplementing the legislation mentioned in (i) - (iv) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services;
- (vi) any other laws anywhere in the world relating to data protection, the processing of Personal Data, Biometric Data and privacy and/or electronic communications in force from time to time and applicable to the Data Processing Services; and
- (vii) any codes of conduct or guidance issued by the Regulator or other governmental entity related to (i) to (vi) above;

**Data Processing Services** means the data processing services provided in respect of Personal Data and described in the Schedule 1 of this Data Privacy Addendum (as updated or amended from time to time in accordance with Clause 3.3);

**EEA** means the European Economic Area;

**Effective Date** has the meaning given to it in Clause 2.1 of this Data Privacy Addendum;

**End User** means a customer who purchases the Products for its own use and not for resale;

**EU GDPR** has the meaning given to it in the definition of Data Protection Legislation;

**EU Model Clauses** means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, or such replacement provisions as may be issued from time to time;

**FDPIC** means the Swiss Federal Data Protection and Information Commissioner;

**ICO** means the UK's Information Commissioner's Office;

**Model Clauses** means the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) C/2021/3972, or such replacement provisions as may be issued from time to time;

**Personal Data** means any information relating to an identified or identifiable natural person or the equivalent term under applicable Data Protection Legislation (including Biometric Data as per applicable Data Protection Legislation) supplied to Zebra, including by or on behalf of the Company in connection with the Program, that is subject to Data Protection Legislation;

**Party(ies)** means any or all of Zebra and Company;

**Personnel** means employees, officers, agents, contractors, sub-contractors, consultants and any other temporary staff that interact with the other party from time to time;

**Products** means any hardware, services, and software licenses for purchase and resale (or licensing) as set forth in the Program;

**Program** means the Zebra® PartnerConnect program including, without limitation, its rules, requirements, benefits, terms and criteria, as amended from time to time by Zebra;

**Regulator** means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation;

**Relevant Transfer Mechanism** means: a) in respect of a Restricted Transfer subject to the EU GDPR, the EU Model Clauses as incorporated by Section A under Schedule 2 of this Data Privacy Addendum; b) in respect of a Restricted Transfer subject to the UK GDPR, the UK Addendum as incorporated by Section A under Schedule 2 of this Data Privacy Addendum; or c) in respect of a Restricted Transfer subject to the Swiss Data Protection Legislation, the EU Model Clauses as amended by the Swiss Amendments in Section A under Schedule 2 of this Data Privacy Addendum.

**Restricted Country** means a country, territory or jurisdiction which is not considered by the EU Commission (or in respect of personal data transfers caught by the requirements of UK and/or Swiss Data Protection Legislation, the relevant UK and/or Swiss governmental or regulatory body as applicable), to offer an adequate level of protection in respect of the processing of personal data pursuant to Article 45(a) of the EU

GDPR / UK GDPR (as applicable) or Article 16(1) of the revised Swiss DPA (as applicable). Such adequacy determinations shall not include adequacy determinations made on the basis of an Adequacy Framework;  
**Restricted Transfer** means a transfer of personal data from an entity who is established in the EEA, UK or Switzerland to an entity located in a Restricted Country but in each case excluding any such transfer made on the basis of an Adequacy Framework;

**Security Breach** means any personal data breach relating to Personal Data determined by Zebra to be sufficiently serious or substantial to justify notification to a Regulator in accordance with Data Protection Legislation;

**Sub-processor** means a third party used by Zebra or a Zebra Affiliate to provide the Data Processing Services in accordance with Data Protection Legislation;

**Swiss Amendments** means the necessary adaptations and amendments to the EU Model Clauses for use under the Swiss Data Protection Legislation, as required by the FDPIC in its statement of 27 August 2021 (and as may be amended by the FDPIC from time to time);

**Swiss Data Protection Legislation** means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in Switzerland, including the Swiss Data Protection Act and its Ordinances;

**Term** has the meaning given to it in Clause 10;

**UK** means United Kingdom;

**UK Addendum** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the ICO under or pursuant to section 119A(1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms);

**UK Data Protection Legislation** means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018;

**UK GDPR** has the meaning given to it in section 3(10) of the Data Protection Act 2018 (as amended from time to time);

**Zebra Systems and Tools** means tools and / or any information technology system(s) with which or on which the Data Processing Services are performed in accordance with this Data Privacy Addendum; and

**Zebra's Privacy Statement** means Zebra's privacy statement posted at <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html> or any equivalent thereof.

- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4. References in this Data Privacy Addendum to “**controller**”, “**processor**”, “**processing**” and “**personal data**” and “**personal data breach**” shall have the same meaning as defined in the Data Protection Legislation.
- 1.5. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.6. With effect from the Effective Date, this Data Privacy Addendum shall form part of and be incorporated into the terms of the PartnerConnect Agreement and shall amend and supersede the relevant provisions relating to the processing of Personal Data contained in the PartnerConnect Agreement. For the avoidance of doubt, in the event of any inconsistency or conflict between the terms of this Data Privacy Addendum and the PartnerConnect Agreement, the terms of this Data Privacy Addendum shall apply insofar as the conflict relates to the processing of Personal Data. Nothing in the PartnerConnect Agreement shall operate as a variation of the terms of this Data Privacy Addendum.

## **2. Effective date of this Data Privacy Addendum**

- 2.1. This Data Privacy Addendum comes into effect on 01 February 2024 or the date the Company applies to participate in the Program, whichever date is later (the “**Effective Date**”).

## **3. Company's request and instructions to Zebra for the provision of the Data Processing Services**

- 3.1. The Company has applied to or has been approved by Zebra to participate in the Program in accordance with the PartnerConnect Agreement. To enable Zebra to give effect to and administer the Program, Zebra requires the Company's instructions to process Personal Data subject to Data Protection Legislation on behalf of the Company. Accordingly, Zebra shall only provide the Data Processing Services required for the Company's participation (or application to participate) in the Program, in accordance with the Company's instructions and this Data Privacy Addendum.

- 3.2. The Company hereby instructs Zebra to provide the Data Processing Services in accordance with the data processing activities particularised in Schedule 1 to this Data Privacy Addendum. The Company and Zebra acknowledge that Zebra is the “processor” and the Company is the “controller” when Zebra provides the Data Processing Services.
- 3.3. The parties acknowledge that Zebra may change or modify the Program from time to time in accordance with the PartnerConnect Agreement and relevant Program guidelines. In turn, this may necessitate amendments to the Schedule to this Data Privacy Addendum. To the extent that such amendments are necessary: (i) Zebra shall seek revised instructions from the Company by providing the Company with proposed amendments to the Schedule to this Data Privacy Addendum; and (ii) the Company shall, if it considers it appropriate to do so, provide Zebra with instructions to provide the Data Processing Services in accordance with Zebra’s proposal.
- 3.4. For the avoidance of doubt, where Zebra seeks revised instructions from the Company under Clause 3.3 (i), Zebra shall not process Personal Data in a manner not previously instructed until it has received the Company’s written instructions to do so. If the Company fails to provide revised instructions within five (5) Business Days, Zebra may on immediate written notice and at any time thereafter terminate the Company’s participation in the Program without liability, or otherwise continue to process Personal Data on the basis of previous instructions.
- 3.5. Company hereby acknowledges that it will be required to receive from Zebra and its contractors, agents and representatives, certain Program-related material in order to continue to participate in the Program, including but not limited to, operational and commercial information. Company expressly agrees that Zebra is permitted to use Personal Data to communicate and perform both Program-related and direct marketing activities via email, telephone, text messaging, fax or postal mail, to the extent permitted by applicable laws, including applicable Data Protection Legislation. By agreeing to the PartnerConnect Agreement, as amended, Company, on its own behalf and on behalf of Company Personnel, hereby consents to receive direct marketing and Program-related material from Zebra and its designees. If Company Personnel wish to opt out of receiving direct marketing communications at any time, Company acknowledges that they can contact Zebra as specified in Zebra’s Privacy Statement. Company represents warrants and undertakes to Zebra that Company has provided any and all necessary notices to, and obtained any and all requisite consents from relevant individuals necessary to permit the activities referred to above.

#### **4. Company Responsibilities**

- 4.1. Throughout the Term and in accordance with Clause 3, the Company shall provide Zebra with instructions to process Personal Data.
- 4.2. The Company is responsible for ensuring that any Personal Data is complete and accurate for the purposes set out in Schedule 1 to this Data Privacy Addendum and obtaining consents where required for use of Personal Data under this Data Privacy Addendum. Zebra is under no duty to investigate the completeness, accuracy or sufficiency of any instructions relating to the Personal Data.
- 4.3. The Company shall comply with its obligations under the Data Protection Legislation in respect of the supply of Personal Data to Zebra under or in connection with the Program and shall in particular ensure that, as a condition of participation in the Program, Zebra is lawfully permitted to process any Personal Data which is necessary for the purposes set out in Schedule 1 to this Data Privacy Addendum including, where applicable, obtaining consents from the individuals to which Personal Data supplied by the Company relates.
- 4.4. Company acknowledges that Zebra shall not be responsible for any corruption, loss, destruction, alteration or disclosure of Personal Data to the extent that it is caused by Company or Company’s Affiliates or caused by Zebra acting in accordance with the instructions of Company or Company’s Affiliates.

#### **5. Zebra Responsibilities**

- 5.1. Zebra shall:
  - (i) process Personal Data supplied by the Company only to the extent, and in such a manner, as is necessary for the purposes of Zebra’s Data Processing Services and in accordance with the Company’s written instructions from time to time and Zebra shall not process, nor permit the processing, of Personal Data supplied by the Company for any other purpose unless such processing is required by Data Protection Legislation to which Zebra is subject in which case Zebra shall, unless prohibited by law, notify the Company in advance of its intention to carry out such processing and allow the Company the opportunity to object;

- (ii) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data, to ensure a level of security appropriate to: (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the Personal Data; and (b) the nature of the Personal Data to be protected; and
  - (iii) without prejudice to its other obligations in this Data Privacy Addendum, take reasonable steps to ensure the reliability of all its employees and contractors who have access to the Personal Data and shall in particular ensure that any person authorised to process Personal Data in connection with the Program is subject to a duty of confidentiality.
- 5.2. If Zebra receives any complaint, notice or communication which relates directly to the processing of the Personal Data under this Data Privacy Addendum, it shall as soon as reasonably practicable notify the Company and it shall, at the Company's expense, provide the Company with full co-operation and assistance in relation to any such complaint, notice or communication.
- 5.3. Zebra shall at the Company's expense provide the Company with full co-operation and assistance in relation to the Company's obligations under Data Protection Legislation including providing the Company and Regulators (as applicable) with all information and assistance necessary to comply with data subject requests, investigate security breaches or otherwise to demonstrate compliance by the parties with Data Protection Legislation.
- 5.4. If Zebra becomes aware of any unauthorised or unlawful processing of any Personal Data or a Security Breach, Zebra shall without undue delay notify the Company and at the Company's expense fully co-operate with the Company to remedy the issue as soon as reasonably practicable.
- 5.5. Where Zebra believes that the Company's instructions to Zebra under Clause 5.1. (i) conflict or might conflict with the requirements of Data Protection Legislation or other applicable laws, Zebra shall notify the Company and provide reasonable details in support.

## **6. Data Controller Responsibilities**

- 6.1. Where Zebra and Company (either alone or jointly) determine the purposes for and manner in which any Personal Data are to be processed for their own individual business purposes and not for or on behalf of the other party, Zebra and the Company shall each be deemed to be data controllers in respect of such processing and shall each be responsible for complying with their respective obligations under Data Protection Legislation.
- 6.2. As a benefit of the Program and subject to Program criteria, the Company as a data controller is able to access sales leads provided by Zebra as a data controller in order for the Company to develop its business. The Company is responsible for contacting the sales lead once it has confirmed its acceptance or rejection of the sales lead to Zebra. Once the sales lead has been accepted by the Company, Zebra will notify the sales lead so that the sales lead is aware that it will be contacted by Company. The Company must report to Zebra on the status of the sales lead at least every thirty (30) calendar days via the Program's administration tool. When the Company either completes a sale as a result of the lead or the sale is lost, Company is required to update the lead in the Program's administration tool. If the Company fails to provide reports in accordance with this Clause 6.2, the sales lead may be withdrawn and the Company's eligibility to receive future sales leads from Zebra may be withdrawn.

## **7. Sub-processing**

- 7.1 To the extent Zebra engages Sub-processors to process Personal Data, Zebra:
  - (i) shall enter into a written contract with the Sub-processor which, with respect to the Data Processing Services performed for the Company, provides protection or guarantees that Sub-processor considers necessary to implement appropriate technical and organisation measure in compliance with the Data Protection Legislation; and
  - (ii) remains liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Zebra (except to the extent that such acts or omissions are caused or exacerbated by the Company).

## **8. Records and Reports**

- 8.1. In accordance with applicable Data Protection Legislation, Zebra shall keep a record of any processing of the Personal Data carried out pursuant to the Data Processing Services and of its compliance with its obligations set out in this Data Privacy Addendum ("**Records**") at its normal place of business.

8.2. Where required under the applicable Data Protection Legislation, no more than once per calendar year and upon written request, Zebra shall provide the Company, its third-party representatives (who are not competitors of Zebra) or a Regulator, a copy of Zebra's most recent written report (each a "**Report**") for the sole purpose of auditing Zebra's compliance with its obligations under this Data Privacy Addendum.

## **9. Indemnity and Liability**

9.1. Subject to Clause 9.3, each party ("**Indemnifying Party**") shall indemnify the other ("**Indemnified Party**") on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of the Indemnifying Party's breach of its obligations in this Data Privacy Addendum ("**Claims**"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from the Indemnifying Party's breach of its obligations in this Data Privacy Addendum.

9.2. If any third party makes a Claim, or gives notice of an intention to make a Claim, the Indemnified Party shall:

- (i) give written notice of the Claim to the Indemnifying Party as soon as reasonably practicable;
- (ii) not make any admission of liability in relation to the Claim without the prior written consent of the Indemnifying Party;
- (iii) allow the Indemnifying Party to conduct the defence of the Claim; and
- (iv) at the Indemnifying Party's expense, co-operate and assist to a reasonable extent with the defence of the Claim.

9.3. The exclusions and limitations on liability set out in the relevant provisions of the PartnerConnect Agreement (as applicable) shall apply in respect of any claims, liabilities, costs, expenses, damages or losses arising as a result of a breach of this Data Privacy Addendum.

## **10. Term and Termination**

10.1. This Data Privacy Addendum shall commence on (or be deemed to have commenced on, if applicable) the Effective Date and shall continue in force for the duration of the Company's participation in the Program (the "**Term**").

10.2. Upon termination of the Company's participation in the Program this Data Privacy Addendum shall also terminate.

10.3. Any provision of this Data Privacy Addendum that expressly or by implication is intended to come into or continue in force on or after termination of this Data Privacy Addendum shall remain in full force and effect.

10.4. Termination of this Data Privacy Addendum, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

10.5. On any termination of this Data Privacy Addendum for any reason and subject at all times to Zebra's data retention policy then in effect:

- (i) Zebra shall as soon as reasonably practicable return or destroy (as directed in writing by the Company) all Personal Data provided to it by or on behalf of the Company in connection with this Data Privacy Addendum; and
- (ii) if the Company elects for destruction rather than return of its Personal Data under Clause 10.5.(i), Zebra shall as soon as reasonably practicable ensure that the records of Personal Data are disposed of in a secure manner (unless storage of any Personal Data is required by applicable law and, if so, Zebra shall inform the Company of any such requirement).

## **11. Biometric Data**

11.1. The terms of the Biometric Rider available on [www.zebra.com/partnerconnect-tc](http://www.zebra.com/partnerconnect-tc) or equivalent thereof apply to any use of any Products, and /or Data Processing Services delivered by Zebra or its Affiliates whereby Company or Company's End Users may collect Biometric Data or where Zebra is instructed by the Company or Company's End User to process Biometric Data and shall be deemed incorporated by reference therein.

11.2. Company represents and warrants that prior to and as a condition of using any Products and / or distributing any of the same to its End Users whereby Company or its End Users might be collecting Biometric Data, the Company acknowledges hereby and confirms it will notify its End Users of the specific requirements, rights, duties, and limitations contained in the Biometric Rider and cause the End User to accept the terms and conditions in the Biometric Rider or bind such End User to substantially similar provisions. The Biometric Rider is subject to change at any time in Zebra's sole and absolute discretion.

11.3. In case of Company's breach of the foregoing representation and warranty, Company agrees to fully indemnify and hold harmless Zebra, its Affiliates, and their respective successors and assigns from and

against any and all damages, liabilities, and costs (including attorneys' fees and expenses related to discovery) arising from liabilities, claims or allegations made against Zebra or its Affiliates involving:

(a) Company's failure or alleged failure to comply with the foregoing representation or warranty;  
(b) Company's and / or End User's failure or alleged failure to comply with the terms and conditions in the Biometric Rider; and

(c) Company's and / or End User's failure or alleged failure to comply with Data Protection Legislation prior to enabling biometric log on, or related to the collection, use, storage, destruction, transmission, disclosure, dissemination, processing or possession of any Personal Data including special categories of Personal Data such as Biometric Data, including but not limited to, any claims from Company's and / or End User's employment practices liability insurers, unionized employees, employees, workers, contractors, shareholders, or suits involving Company's and / or End User's failure to implement and maintain adequate security safeguards.

- 12. International Transfers.** To the extent the parties are subject to any obligations under the Data Protection Legislation not expressly covered by this Data Privacy Addendum (including in respect of international data transfers), the parties will work together in good faith to meet those obligations.

## Schedule 1 Data Processing Services

**Subject matter and purposes of the processing:** Zebra may use, disclose, transfer, and otherwise process data, including Personal Data, for the purpose of giving effect to the Company's participation in the Program, as fully set out in this Data Privacy Addendum, including the following purposes: (1) to process transactions for the sale and support of Products or to deliver against or perform its obligations under the PartnerConnect Agreement; (2) to operate Zebra's business, and to provide and support the Products purchased (including improving and personalizing); and (3) to send certain communications, including direct marketing communications related to the Program (to the extent permitted by Data Protection Legislation).

**Duration/retention and frequency:** Personal Data may be transferred on a continuous basis for the Term of this Data Privacy Addendum.

**Type of Personal Data and categories of data subject:**

The Personnel and executive contacts at the Company (e.g. Executive, Sales, Marketing, Finance, Technical, Developer, Operations, Legal and Services) and persons who register as an administrator on Zebra's channel partner platform through the Company's participation in the Program may provide the following:

- Names, addresses, contact numbers, email addresses, salutations, countries, titles, primary roles, secondary roles, fax numbers and preferred languages;
- The training and/or certification status of the Company's Personnel in the Program;
- Product support data (including Zebra's issued engineering change notifications (ECNs));
- Application for Program membership, promotions, benefits and any changes to the Company's engagement in the Program;
- Information provided as part of a due diligence compliance review by Company and / or End User for sanction screening, anti-money laundering protection and applicable lawful purposes (e.g. names, addresses, dates of birth and passport numbers);
- Provision of contact details as part of the Zebra Systems and Tools and other Program resources;
- Maintenance of Company profile and contact details; and
- Biometric Data (e.g. fingerprints and face scans) when using certain Products.

The Personnel and executive contacts at the Company's End-User Customers (e.g. Executive, Sales, Marketing Finance, Technical, Developer, Operations, Legal and Services) may provide the following:

- Names, addresses, contact numbers and email addresses; and
- Biometric Data (e.g. fingerprints and face scans) when using certain Products.

**Nature and purpose of the Data Processing Services:**

The Company has instructed Zebra to undertake the following data processing activities:

- Application information and contact details provided by Company in connection with the Program;
- Records, contracts storage, market research, audits, training (e.g. webinars) and certification, legal and Program-related compliance, dashboards and reports generated in connection with the Program;
- Subscription to promotional, sales and marketing programs and receiving authorization benefits and incentives;
- Electronic communications relating to the Program (e.g. webinar invitations, surveys and Product launches), Product operational news, updates to Zebra Systems and Tools, pricing, benefits and incentives;
- Administration and facilitation of the customer's purchase of Products;
- Provision to the Company and (as applicable) the End-User Customer of ongoing support in respect of such Products (including but not limited to technical support, repair services, visibility services and dashboards);
- Administration and supply of demonstration and promotional Products to customers;
- Access to Zebra's Systems and Tools (e.g. partner platform and Product online catalogue);
- Information provided for the Program's online directory of Program members and applications;
- Subscription to online and written Program and Product forums;
- Information provided by customers on the Product repairs portal; and
- Cross-border Product authorisation requests.



**Schedule 2**  
**Additional and Specific Regional Terms and Conditions**

**A. EU GDPR, UK GDPR and Swiss Data Protection Legislation.** To the extent that EU GDPR, UK GDPR and/or Swiss Data Protection Legislation applies to the processing, the Parties will abide by this Section A.

1.1 Transfers and Processing of Personal Data Overseas

1.1.1 Except as set out in this Clause 1.1, Zebra may not transfer Personal Data outside of the EEA, the UK and / or Switzerland without the Company's prior consent, such consent not to be unreasonably withheld or delayed. Company acknowledges and agrees that Personal Data may be transferred to those locations set out in the Sub-processor Schedule, available on the Program website, in accordance with the transfer mechanisms set out in the Sub-processor Schedule ("**Transfer Mechanism**").

*Relevant Transfer Mechanisms*

1.1.2 Controller to Processor

Company acknowledges that Personal Data supplied by Company to Zebra in connection with the PartnerConnect Agreement may be transferred to, and the Data Processing Services may be provided by, Zebra as **processor** in a territory which is a Restricted Country. Where this is the case, Zebra uses the EU Model Clauses (Module 2- Transfer controller to processor), the UK Addendum, and the Swiss Amendments (as applicable) for such data transfers (as applicable), which are incorporated by reference into this Data Privacy Addendum. For the purposes of optional Clause 7 (Docking clause) of the Relevant Transfer Mechanism, Clause 7 is included in the Relevant Transfer Mechanism. For the purposes of Clause 9 of the Relevant Transfer Mechanism (Use of sub-processors), the parties choose Option 2: GENERAL WRITTEN AUTHORISATION, and the advance time period for informing the Company of a change in Sub-processor is five (5) Working Days. For the purposes of Clause 11 of the Relevant Transfer Mechanism (Redress) sub-clause (a), the optional clause is deleted. For the purposes of Clause 13 (a) of the Relevant Transfer Mechanism (Supervision), the parties choose Option 1. For the purposes of Clause 17 of the EU Model Clauses (Governing law), the parties choose Option 1 and the parties agree that this shall be the law of Ireland. For the purposes of Clause 18 of the EU Model Clauses (Choice of forum and jurisdiction) sub-clause (b), the parties choose the courts of Ireland. The information required by Annex I Part A of the Relevant Transfer Mechanism (List of parties) can be found in the preliminary paragraphs of this Data Privacy Addendum. The information required by Annex I Part B of the Relevant Transfer Mechanism (Description of transfer) can be found in Schedule 1 (Data Processing Services) to this Data Privacy Addendum. The information required by Annex I Part C of the EU Model Clauses (Competent supervisory authority) is the Irish Data Protection Commissioner. For the purposes of Annex II of the Relevant Transfer Mechanism and unless otherwise specified in the PartnerConnect Agreement the description of the technical and organizational measures for the security of the Personal Data are available within Zebra's Privacy Statement. For the purposes of Annex III of the Relevant Transfer Mechanism the information is set out in the Sub-processor Schedule (available on request). For the purposes of Table 4 of the UK Addendum, the parties agree that both Zebra and the Company may end the UK Addendum as set out in Section 19 of the UK Addendum.

1.1.3 Controller to Controller

Company acknowledges that Personal Data supplied by Company to Zebra in connection with the PartnerConnect Agreement may be transferred to Zebra as **controller** in a territory which is a Restricted Country. Where this is the case, Zebra uses the EU Model Clauses (Module 1- Transfer controller to controller), the UK Addendum, and the Swiss Amendments (as applicable) for such data transfers (as applicable), which are incorporated by reference into this Data Privacy Addendum. For the purposes of optional Clause 7 (Docking clause) of the Relevant Transfer Mechanism, Clause 7 is included in the Relevant Transfer Mechanism. For the purposes of Clause 11 of the Relevant Transfer Mechanism (Redress) sub-clause (a), the optional clause is deleted. For the purposes of Clause 13 (a) of the Relevant Transfer Mechanism (Supervision), the parties choose Option 1. For the purposes of Clause 17 of the EU Model

Clauses (Governing law), the parties agree that this shall be the law of Ireland. For the purposes of Clause 18 of the EU Model Clauses (Choice of forum and jurisdiction) sub-clause (b), the parties choose the courts of Ireland. The information required by Annex I Part A of the Relevant Transfer Mechanism (List of parties) can be found in the preliminary paragraphs of this Data Privacy Addendum. The information required by Annex I Part B of the Relevant Transfer Mechanism (Description of transfer) can be found in Schedule 1 (Data Processing Services) and Clause 6 to this Data Privacy Addendum. The information required by Annex I Part C of the EU Model Clauses (Competent supervisory authority) is the Irish Data Protection Commissioner. For the purposes of Annex II of the Relevant Transfer Mechanism and unless otherwise specified in the PartnerConnect Agreement, the description of the technical and organizational measures for the security of the Personal Data are available within Zebra's Privacy Statement. For the purposes of Table 4 of the UK Addendum, the parties agree that both Zebra and the Company may end the UK Addendum as set out in Section 19 of the UK Addendum.

1.1.4 Zebra also uses Relevant Transfer Mechanisms for intra-group transfers of Personal Data outside of the EEA, the UK and / or Switzerland to members of Zebra's group (including but not limited to Affiliates) located in Restricted Countries (including the United States), or where Zebra appoints a Sub-processor located in a territory which is a Restricted Country, unless Zebra determines that another more appropriate mechanism exists to lawfully transfer the Personal Data to such Restricted Country.

1.1.5 The parties agree that if the Relevant Transfer Mechanism ceases to exist or is no longer considered to be a lawful method of transferring personal data outside of the EEA, the UK, and / or Switzerland the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and Zebra may cease or procure that the relevant third party ceases the processing of Personal Data until the parties have agreed an alternative transfer mechanism to enable the Personal Data to be transferred outside of the EEA, the UK, and / or Switzerland in a compliant manner. Zebra shall not be in breach of the Data Privacy Addendum to the extent that the parties do not promptly reach any such agreement.

1.1.6 The Relevant Transfer Mechanism shall cease to apply to the processing of Personal Data if and to the extent that the relevant transfer of the Personal Data ceases to be a Restricted Transfer including if the relevant processing becomes subject to an Adequacy Framework.

#### *Swiss Amendments to the EU Model Clauses*

1.1.7 The parties agree that in relation to any Restricted Transfer subject to the Swiss Data Protection Legislation, the EU Model Clauses as completed and compiled in Clause 1.1.2 and 1.1.3 of Schedule 2 shall apply with the following amendments: (a) any references to the GDPR shall be interpreted as references to the Swiss Data Protection Legislation; (b) references to the EU and EU Member States shall be interpreted to mean Switzerland; (c) the competent supervisory authority according to Clause 13(a) and Part C of Annex I of the EU Model Clauses is the FDPIC insofar as the data transfers are governed by the Swiss Data Protection Legislation; (d) the term EU Member State shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the EU Model Clauses; and (e) until the entry into force of the revised Swiss Data Protection Act on September 1, 2023, the EU Model Clauses shall also protect the personal data of legal entities and legal entities shall receive the same protection under the EU Model Clauses as natural persons.

#### *Participation in Adequacy Frameworks*

1.1.8 Where a transfer of Personal Data does not constitute a Restricted Transfer due to a Party's participation in one or more Adequacy Frameworks, the participating Party shall comply with the requirements of the Adequacy Framework(s), including providing a level of protection to Personal Data that meets the requirements of the Adequacy Framework(s).

1.1.9 The participating Party will notify the other Party without undue delay if it determines that it can no longer comply with Clause 1.1.8 and if its participation in an Adequacy Framework expires or is terminated. If and to the extent that this Clause 1.1.9 applies, or if any relevant Adequacy Framework ceases to exist or

be a lawful method of complying with Data Protection Legislation, the parties agree that Clauses 1.1.2 to 1.1.7 (inclusive) shall apply in respect of the transfer of Personal Data. If Zebra withdraws or does not maintain a particular Adequacy Framework, or in the case an Adequacy Framework gets revoked, replaced or invalidated, Zebra shall ensure that transfers are covered under a different adequacy decision as per Article 45 GDPR; or under such appropriate equivalent safeguards (e.g. binding corporate rules, the applicable EU standardized contractual clauses, approved code of conduct) and supplemental measures as per Article 46 GDPR.

## 1.2 Sub-processing

1.2.1 On request, Zebra will inform Company of the name, address and role of each Sub-processor to the extent that EU GDPR, UK GDPR and/or Swiss Data Protection Legislation applies to the processing by each Sub-processor.

1.2.2 To the extent that EU GDPR, UK GDPR and/or Swiss Data Protection Legislation applies to the processing, Zebra may engage further Sub-processors, including Zebra Affiliates, to process Personal Data (or otherwise sub-contract or outsource the processing of any data to a third party), provided that it:

- a. notifies the Company of any new or replacement Sub-processors through posting on Zebra's Program website or an equivalent thereof or by email or other notice. If the Company objects to the appointment of a new or replacement Sub-processor, the Company shall notify Zebra within five (5) Business Days. Company shall be deemed to have accepted the Sub-processor if Zebra does not receive an objection with five (5) Business Days. If the objection cannot be resolved by the parties within five (5) Business Days of receipt by Zebra of the written objection, Zebra may on immediate written notice terminate the Company's participation in the Program without liability;
- b. enters into a written contract with the Sub-processor which, with respect to the Data Processing Services performed for the Company:
  - (i) provides protections or guarantees that Sub-processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
  - (ii) terminates automatically on termination or expiry of this Data Privacy Addendum for any reason; and
- c. remains liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Zebra (except to the extent that such acts or omissions are caused or exacerbated by the Company).

1.2.3 For the avoidance of doubt, once the Company provides its consent or authorisation to the use of a certain Sub-processor in connection with the Data Processing Services, the Company may not subsequently revoke its consent in respect of, or otherwise object to, the appointment of the relevant Sub-processor.

- B. California Consumer Privacy Act – USA, California.** To the extent the California Consumer Privacy Act applies, Zebra will comply with the CCPA. All terms used in this Section B shall be defined as provided for in Section 1798.140, or elsewhere, in the CCPA. To the extent that Zebra receives from Company any personal information of any California consumer for processing on behalf of Company pursuant to the Agreement, Zebra shall: (a) be a service provider to Company under the CCPA; (b) not Retain, use or disclose the personal information for any purpose other than for the specific purpose of performing services under the Agreement or as otherwise permitted by the CCPA, including for any business purpose; (c) not retain, use or disclose the personal information for a commercial purpose other than providing services under the Solution; (d). not sell personal information; and (e). promptly (and, in any case within fourteen (14) days of receipt) comply with Company's written instructions associated with responding to an individual's request to exercise their privacy rights with respect to their personal information.
- C. Privacy Act 1988 – Australia.** To the extent the Privacy Act 1988 applies, Company acknowledges and agrees that Personal Data supplied by Company to Zebra in connection with the PartnerConnect

Agreement may be transferred to, and the Data Processing Services may take place in, a country outside of Australia.

- D. Privacy Act 2020 – New Zealand.** To the extent the Privacy Act 2020 applies, Company acknowledges and agrees that Personal Data supplied by Company to Zebra in connection with the PartnerConnect Agreement may be transferred to, and the Data Processing Services may take place in, a country outside of New Zealand, which may not provide the same level of protection as the Privacy Act 2020.

***END OF THE GLOBAL CHANNEL PROGRAM DATA PRIVACY ADDENDUM FOR  
NORTH AMERICA, LATIN AMERICA, ASIA PACIFIC, AND EUROPE, MIDDLE EAST AND AFRICA***