

## DATA PRIVACY ADDENDUM

### Region – Asia Pacific

This Data Privacy Addendum ("Data Privacy Addendum") to the PartnerConnect Program Master Terms and Conditions for the Asia Pacific Region forms part of the Participation Terms and Conditions, and is entered into between (i) Zebra Technologies Asia Pacific Pte Ltd, acting on its own behalf and as agent for Zebra Affiliates in the Asia Pacific (such entities being data processors and referred to herein as "Zebra"); (ii) Zebra Technologies Europe Limited for itself and on behalf of any Zebra Affiliates located inside the EEA or the UK (when appointed by Zebra as Sub-processors); and (iii) Company, acting on its own behalf and as agent for each Company Affiliate (such entities being data controllers).

This Data Privacy Addendum supplements the Program Master Terms and Conditions to the limited extent applicable to data processing governed by Data Protection Legislation which occurs under the Participation Terms and Conditions.

### Agreed Terms

#### 1.0 Interpretation

1.1 Save where defined below, terms used but not otherwise defined in this Data Privacy Addendum shall have the meaning given to them in the Participation Terms and Conditions.

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

“**Addendum Effective Date**” has the meaning given to it in Clause 2 of this Data Privacy Addendum;

“**Data Protection Legislation**” means:

- (a) the UK Data Protection Legislation;
- (b) the Swiss Data Protection Legislation
- (c) the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- (d) 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**”);
- (e) all relevant laws or regulations implementing or supplementing the legislation mentioned in (a) - (d) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services; and
- (f) any applicable data protection legislation in the country where the Personal Data is stored, transferred, or processed, including any and all countries of the Asia Pacific Region;

(g) any codes of conduct or guidance issued by the Regulator or other governmental entity related to (a) to (f) above.

**“Data Processing Services”** means the data processing services provided in respect of Personal Data and described in the Schedule of this Data Privacy Addendum (as updated or amended from time to time in accordance with Clause 3.4 herein);

**“EEA”** means the European Economic Area;

**“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;

**“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 in respect of the existing transfer of personal data to processors established in third countries as applicable, it means the standard contractual clauses under Directive 95/46/EC, which are set out in Commission Decision 2010/87 of 5 February 2010), or such replacement provisions as may be issued from time to time;

**“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; b) in respect of a Restricted Transfer subject to the UK GDPR, the UK Addendum; or c) in respect of a Restricted Transfer subject to the Swiss Data Protection Laws, the EU Model Clauses as amended by Clause 9.5 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);

**“Restricted Transfer”** means a transfer of personal data from an entity which is established in the EEA, UK or Switzerland to an entity located in a Restricted Country;

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

**“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;

**“Term”** has the meaning given to it in Clause 11 herein;

**“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; and

“**UK Version of the GDPR**” or “**UK GDPR**” will be used interchangeably and shall have the meaning given thereto 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.

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**”, “**personal data**” “**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 Addendum Effective Date, this Data Privacy Addendum shall form part of and be incorporated into the Participation Terms and Conditions as specified in Section 20.2, of the Program Master Terms and Conditions. For the avoidance of doubt, in the event of any inconsistency or conflict between the terms of this Data Privacy Addendum and the Participation Terms and Conditions, the terms of this Data Privacy Addendum shall apply insofar as the conflict relates to the processing of Personal Data. In particular, Clause 20.1 Personal Data of the Participation Terms and Conditions shall not apply in relation to the processing of EU GDPR (or as the case may be, the UK GDPR) Personal Data. Nothing in the Participation Terms and Conditions shall operate as a variation of the terms of this Data Privacy Addendum.

## **2.0 Addendum Effective Date of this Data Privacy Addendum**

2.1 This Data Privacy Addendum comes into effect on the date Company applies to participate in the Program (the “**Addendum Effective Date**”).

## **3.0 Company’s request and instructions to Zebra for the provision of Data Processing Services**

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

3.2 Company hereby instructs Zebra to provide the Data Processing Services in accordance with the data processing activities particularized in the Schedule to this Data Privacy Addendum. Company and Zebra acknowledge that Zebra is the “processor” and Company is the “controller”.

3.3 The parties acknowledge that Zebra may change or modify the Program from time to time in accordance with Clause 18 – Changes to the Program of the Program Master Terms and Conditions. In turn, this may necessitate amendments to the Schedule to this Data Privacy Addendum. To the extent that such amendments are necessary:

- (a) Zebra shall seek revised instructions from Company by providing Company with proposed amendments to the Schedule to this Data Privacy Addendum; and
- (b) 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 Company under Clause 3.3 (a), Zebra shall not process Personal Data in a manner not previously instructed until it has received Company’s written instructions to do so. If Company fails to provide revised instructions within five (5) business days, Zebra may, on immediate written notice and at any time thereafter terminate the Participation Terms and Conditions without liability, or otherwise continue to process Personal Data on the basis of previous instructions.

## **4.0 Company Responsibilities**

4.1 Throughout the Term and in accordance with Clause 3, Company shall provide Zebra with instructions to process Personal Data.

4.2 Company is responsible for ensuring that any Personal Data is complete and accurate for the purposes set out in the Schedule 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 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 the Schedule to this Data Privacy Addendum including, where applicable, obtaining consents from the individuals to which Personal Data supplied by 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:

(a) process Personal Data supplied by 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 Company's written instructions from time to time and Zebra shall not process, nor permit the processing, of Personal Data supplied by 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 Company in advance of its intention to carry out such processing and allow Company the opportunity to object;

(b) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organizational measures against the unauthorized 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:

(i) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the Personal Data; and

(ii) the nature of the Personal Data to be protected,

(c) without prejudice to its other obligations in this Data Protection 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 Participation Terms and Conditions 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 Company and it shall, at Company's expense, provide Company with full co-operation and assistance in relation to any such complaint, notice or communication.

5.3 Zebra shall at Company's expense provide Company with full co-operation and assistance in relation to Company's obligations under Data Protection Legislation including providing 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 unauthorized or unlawful processing of any Personal Data or a Security Breach, Zebra shall without undue delay notify Company and at the Company's expense fully co-operate with Company to remedy the issue as soon as reasonably practicable.

5.5 Where Zebra believes that Company's instructions to Zebra under Clause 5.1(a) conflict or might conflict with the requirements of Data Protection Legislation or other applicable laws, Zebra shall notify Company and provide reasonable details in support.

## **6.0 Joint Responsibilities for Sales Leads**

6.1 As a benefit of the Program and subject to Program criteria, Company is able to access sales leads provided by Zebra in order for Company to develop its business. 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 Company, Zebra will notify the sales lead so that the sales lead is aware that it will receive contact from Company. 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 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 Partner Administration Tool. If Company fails to provide reports in accordance with this Clause 6.1, the sales lead may be withdrawn and Company's eligibility to receive future sales leads from Zebra may be withdrawn.

6.2 Where Zebra and Company (either alone or jointly) determine the purposes for and manner in which any Personal Data relating to the sales leads are to be processed, such processing shall fall outside the scope of this Data Privacy Addendum. Zebra and Company shall each be deemed to be Data Controllers in respect of such processing and shall each be responsible for complying with their obligations under Data Protection Legislation.

## **7.0 Sub-processing**

7.1 On request, Zebra will inform Company of the name, address and role of each third party (a "Sub-processor") used to provide the Data Processing Services.

7.2 Zebra may engage further Sub-processors, including Zebra Affiliates, to process Personal Data (or otherwise sub-contract or outsource the processing of any Personal Data to a third party), provided that it:

(a) notifies 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 Company objects to the appointment of a new or replacement Sub-processor, 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 Company's Participation Terms and Conditions without liability;

(b) enters into a written contract with the Sub-processor which, with respect to the Data Processing Services performed for Company:

- (i) provides protections or guarantees that Sub-processor considers necessary to implement appropriate technical and organization 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 Company).

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

## **8.0 Records and Reports**

8.1 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 No more than once per calendar year and upon written request, Zebra shall provide to 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.

## 9.0 Transfer and Processing of Personal Data Overseas

9.1 Except as set out in this Clause 9, Zebra may not transfer Personal Data outside of the EEA, the UK, and / or Switzerland without 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 request), in accordance with the transfer mechanisms 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**").

9.2 Company acknowledges that Personal Data supplied by Company to Zebra in connection with The Participation Terms and Conditions may be transferred to, and the Data Processing Services may be provided by, Zebra as processor in a territory which is a Restricted Country. Accordingly, Zebra uses EU Model Clauses and the UK Addendum for such data transfers and the EU Model Clauses (Module 2- Transfer controller to processor) and the UK Addendum, 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 AUTHORIZATION, and the advance time period for informing Company of a change in Sub-processor is five (5) business 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 of the Relevant Transfer Mechanism (Supervision), the parties choose Option 1. For the purposes of Clause 17 of the Relevant Transfer Mechanism (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 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 the Schedule to this Data Privacy Addendum. The information required by Annex I Part C of the Relevant Transfer Mechanism (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 Participation Terms and Conditions, the description of the technical and organizational measures for the security of the Personal Data are available within Zebra's Privacy Statement at <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html> or any equivalent thereof. 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.

9.3 Zebra also uses Relevant Transfer Mechanism 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 a Restricted Country.

9.4 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 this Data Privacy Addendum to the extent that the parties do not promptly reach any such agreement.

### Swiss interpretation of the EU Model Clauses

9.5 The parties agree that in relation to any transfers of Personal Data from Switzerland, this Data Privacy Addendum shall be read in conjunction with the Swiss Federal Data Protection and Information Commissioner's decision and commentary on the transfer of personal data to a country with an inadequate level of data protection based on recognized standard contractual clauses and model contracts, dated 27 August 2021, and the EU Model Clauses shall be amended accordingly.

## 10.0 Limitation of Liability

10.1 The exclusions and limitations on liability set out in Section 21 of the Program Master Terms and Conditions (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.

## 11.0 Term and Termination

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

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

11.3 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.

11.4 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.

11.5 On any termination of this Data Privacy Addendum for any reason and subject at all times to Zebra's data retention policy:

- (a) Zebra shall as soon as reasonably practicable return or destroy (as directed in writing by Company) all Personal Data provided to it by or on behalf of Company in connection with this Data Privacy Addendum; and
- (b) if Company elects for destruction rather than return of its Personal Data under clause 11.5(a), 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 Company of such requirement).

## 12.0 Governing Law and Jurisdiction

12.1 This Data Privacy Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Section 25 of the Program Master Terms and Conditions.

### **Schedule Data Processing Services**

**Subject matter and purposes of the processing:** The processing of Personal Data for the purpose of giving effect to Company's participation in the Program, as fully set out in this Data Privacy Addendum.

**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 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 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 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 Company's engagement in the Program;
- Information provided as part of a due diligence compliance review by Company 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; and
- Maintenance of Company's profile and contact details.

The personnel and executive contacts at the end user customers (s) (e.g., Executive, Sales, Marketing Finance, Technical, Developer, Operations, Legal and Services) to whom Company has sold Zebra Product or Services may provide the following:

- Names, addresses, contact numbers and email addresses.

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

Company has instructed Zebra to undertake the following data processing activities in connection with:

- Application information and contact details provided by Company in connection to the Program;
- Records, contracts storage, market research, audits, training (e.g., webinars) and certification, legal and 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 and Services operational news, updates to Zebra Systems and Tools, pricing, benefits and incentives;
- Administration, and facilitation of customer's purchase of Products, Services;
- Provision to Company and/ or the End User(s) (as applicable) of ongoing support in respect of such Products and Services (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, Product and Services online catalogue);
- Information provided for the Program's online directory of Program members and applications;
- Subscription to online and written Product and Services forums;
- Information provided by customers on the Product repairs portal; and



- Cross-border Product authorization requests.

***END OF ZEBRA DATA PRIVACY ADDENDUM FOR APAC***