

## Data Processor Addendum - Asset Recovery Services

### 1. Data Protection

1.1. Definitions: The following terms shall have the following meanings:

- (a) "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" (and "**Process**") shall have the meanings given in EU Data Protection Law;
- (b) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law; and
- (c) "**EU Data Protection Law**" means the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

1.2. Relationship of the parties: The Controller appoints Lenovo as a Processor to process the Personal Data that is the subject of Controller's Agreement for Asset Recovery Services with Lenovo (the "**Data**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

Specifically for the purpose of this Agreement:

- a) The personal data that will be processed is: Name, Street Address, Email Address, and Phone.
- b) The data subjects affected by the processing under this Agreement are: Customer employees.
- c) The retention of the processing under this Agreement is: Duration of this Agreement (probably the duration of this Agreement)

1.3. Purpose limitation: Supplier shall process the Data as a Processor and strictly in accordance with the documented instructions of Controller (the "**Permitted Purpose**"), except where otherwise required by any EU (or any EU Member State) law applicable. In no event shall Supplier process the Data for its own purposes or those of any third party. Supplier shall immediately inform Controller if it becomes aware that Controller's Processing instructions infringe Applicable Data Protection Law.

1.4. International transfers: Lenovo may transfer the Data outside of the European Economic Area ("**EEA**") or the U.K. if the Data transfer is (a) to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data; (b) to a recipient that has executed standard contractual clauses adopted or approved by the European Commission; or (c) or under Binding Corporate Rules as approved by relevant authorities.

1.5. Confidentiality of Processing: Lenovo shall ensure that any person that it authorises to process the Data (including Lenovo's staff, agents and subcontractors) (an "**Authorised Person**") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. Lenovo shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

1.6. Security: The Processor shall implement appropriate technical and organisational measures, to the extent possible taking into consideration the nature and the scope of the services under this Agreement, to protect the Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, and unauthorised access (a "**Security Incident**").

1.7. Subprocessing: Lenovo agrees that any subprocessor it appoints shall be bound to the same standard of data protection provided for by this Addendum.

1.8. Cooperation and Data Subjects' rights: Data provided by Controller to Lenovo is provided for the sole purpose of destruction; accordingly, Lenovo will not provide assistance to Controller in responding to Data subject requests pertaining to the Data. The Processor will only notify the Controller if it receives a request from a Data Subject under any Data Protection Law in respect of Controller's Data;

- 1.9. **Security incidents:** Upon becoming aware of a Security Incident, Lenovo shall inform Controller without undue delay and shall provide all such timely information and cooperation as Controller may require to fulfil its Data breach reporting obligations under Applicable Data Protection Law. Lenovo shall further take measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Controller informed of all developments in connection with the Security Incident.
- 1.10. **Audit:** During the term of this Agreement, the Processor shall allow the Controller or its third-party auditors to perform an audit at its own expense and shall make available to Controller information necessary for Controller or each third-party auditors to conduct such audit, provided that such audit request is reasonable in scope and that Controller give its reasonable prior notice of its intention to audit. Controller will not exercise its audit rights more than once in any twelve (12) months period, except if and when required by instruction of a competent data protection authority.
- 1.11. **Deletion or return of Data:** Upon termination or expiry of the Agreement, Lenovo shall destroy or return, when possible, to Controller all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for Processing). This requirement shall not apply to the extent that Lenovo is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Lenovo shall isolate and protect the Data from any further Processing except to the extent required by such law.

## 2 Data Processing Details

2.1 The nature, purpose and subject matter of the processing is the provision of the Services, including the packaging, shipment, and destruction of Data on Controller's media and products that are the subject of the Service. All Data, including all Personal Data, provided by Controller to Lenovo is provided for the sole purpose of destruction; accordingly, Lenovo will not provide assistance to Controller in responding to Data subject requests pertaining to the Data.

2.2 Controller consents to Lenovo's use of the following subprocessors (including Lenovo affiliates) established in the U.K., the EEA, or a country considered by the European Commission to have adequate protection:

Name of Subprocessor	Subprocessor Address	Services/Processing provided by the Subprocessor
CNE Direct Inc. (Netherlands)	Dreamstreet 71, 2133 LK Hoofddorp, The Netherlands	Logistic and Asset Recovery Services
Global Resale, Ltd	4 Bradbury Park, Bradbury Drive Braintree, Essex, England	Logistic and Asset Recovery Services
Reconext Prague, Ltd.	Na Dlouhem 82 Ricany - Jazlovice Czech Republic	Logistic and Asset Recovery Services
TES AMM Central Europe (Recklinghausen, Germany))	Blitzkuhlenstraße 169 Recklinghausen, Germany	Logistic and Asset Recovery Services
TES AMM Europe Holdings Ltd. (Cannock, UK)	102 Kingswood Lakeside, Blakeney Way Cannock, Staffordshire United Kingdom	Logistic and Asset Recovery Services
TES AMM Italia Srl	Via Glenn Curtiss, 3, IT-25018 Montichiari (BS), Italy	Logistic and Asset Recovery Services
TES AMM SAS (France)	20 Rue Albert Rémy Senonches, France	Logistic and Asset Recovery Services
Tes-Amm España Asset Recovery & Recycling s.l.	Juan de la Cierva No. 16 Mostoles Madrid 28936 Spain	Logistic and Asset Recovery Services
TES-Total Environmental Solution (Sweden)	Soldatorpgatan 15 Jonkoping, Sweden	Logistic and Asset Recovery Services
Tier1 Asset A/S - Denmark	Hejrevang 18 - 20 3450 Allerød Denmark	Logistic and Asset Recovery Services

2.3 Lenovo reserves the right to add, remove, or change Sub-processors with no less than thirty (30) day advance notice to Controller, which notice may be provided by email.