



## Asset Recovery Services Agreement

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BY A) CHECKING THE BOX INDICATING YOUR ACCEPTANCE OF THE ASSET RECOVERY SERVICES AGREEMENT (“**AGREEMENT**”); OR B) PLACING AN ORDER FOR ASSET RECOVERY SERVICES, YOU REPRESENT THAT YOU ACCEPT AND ARE AUTHORIZED TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THE AGREEMENT (“**YOU**”), AND, THAT THE REGISTRATION INFORMATION YOU PROVIDED IS TRUE AND CORRECT.

The Agreement is made by and between you and:

1. Lenovo PC HK Limited (“**Lenovo PC**”) with an office at 23/F, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong; and
2. Lenovo Global Technology Hong Kong Limited (“**Lenovo Server**”) with an office at 23/F, Lincoln House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong;

Together with their local Lenovo Affiliate, depending on the location of the Lenovo office responsible for processing the Device(s).

In this Agreement the term ‘**Lenovo**’ is used to refer to **Lenovo PC** or **Lenovo Server** individually without the creation or acceptance of any joint liability between them. The term ‘**Lenovo**’ shall never be interpreted to mean **Lenovo PC** and **Lenovo Server** collectively together. In respect of **Lenovo**, the term ‘**Party**’ shall mean either **Lenovo PC** or **Lenovo Server** individually, as applicable. Lenovo entities containing the prefix “Lenovo Global Technology” will be considered **Lenovo Server**.

Based on the above understanding, Customer and Lenovo may be referred to collectively as the ‘**Parties**’, and each individually as a ‘**Party**’. For the avoidance of doubt, the term ‘**Parties**’ shall mean either **Customer** and **Lenovo PC** collectively, or **Customer** and **Lenovo Server** collectively, but the term ‘**Parties**’ shall never be interpreted to mean **Lenovo PC**, **Lenovo Server**, and **Customer** collectively together.

You and Lenovo may be referred to collectively as the “**Parties**” and each individually as a “**Party**”. The Agreement becomes effective upon you placing an order with Lenovo.

“**Affiliate**” means, with respect to any party, any entity that, during the Term, directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, “controls” “controlled by,” and “under common control with” mean (i) the ownership, direct or indirect, of (a) more than fifty percent (>50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (b) more than fifty percent (>50%) or such other controlling interest (as determined by applicable law) in the equity interests of any other type of legal entity (whether in the form of stock or otherwise), or (ii) status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity.

“**Lenovo Affiliate**” means any Affiliates of Lenovo which are identified in this Agreement including in any Affiliate Schedule to this Agreement or any other Affiliate of Lenovo who provides the Service to Customer.

## 1. **Basis of Agreement**

- 1.1. **Direct Procurement.** If you procure the Services (defined below) directly from Lenovo for your internal use or benefit, then these terms, along with the Data Processing Addendum for Asset Recovery Services (“Data Processing Addendum”), and the Direct Procurement Schedule (where approved by Lenovo), collectively constitute the binding Agreement between you and Lenovo for the respective Services (defined below). In instances of Direct Procurement, any reference to "**Customer**" in this document shall apply to you, mutatis mutandis.
- 1.2. **Resale Procurement.** In cases where you purchase Services (defined below) from Lenovo in order to resell them to your end-customers (each a "**Customer**"), whether directly or indirectly through an authorized Lenovo reseller ("**Reseller**"), these terms, along with the Data Processing Addendum, constitutes the binding Agreement between you and Lenovo for the relevant Services (defined below).
2. **Scope.** Lenovo will remove and dispose of Customer’s surplus desktop computers, mobile computers, servers, monitors, printers, and other computer equipment ("**Device**" or "**Devices**") in accordance with the terms and conditions described in the Agreement.
3. **Services.** Customer or Reseller (as applicable) shall create a service request (a "**Service Request**") in the Lenovo ARS Portal ("**Portal**") requesting Lenovo to perform the Services (defined below). The Service Request will include, without limitation, the details of the Devices to be disposed of, including, without limitation, the asset count, manufacturer, make, model, asset address/location, operating condition and, if available, manufacturers’ serial number. Following receipt of a Service Request and receipt of a purchase order from you, Lenovo shall arrange for the retrieval of the Device at the Customer location(s) indicated in the Service Request and performance of the remaining Services. Services will be performed Monday through Friday during local hours. To the extent the Device counts differ from the counts Customer provided in a Service Request, you authorize Lenovo or shall procure such authorization to provide Services with respect to any such additional or different Devices in accordance with the terms of the Agreement and agree to pay any additional Service and shipping fees for the processing of such Device. Once received at Lenovo’s designated service center (the "**Service Center**") Lenovo will make a determination with respect to each Device as to how best to dispose of it including through reconditioning, recycling or disposal in accordance with applicable environmental regulatory requirements.
  - 3.1. Services shall include the following, as applicable (the "**Services**"):
    - (a) At Customer location:
      - (i) Lenovo shall coordinate the collection of the Devices requested within the Service Request based upon the shipping option selected by Customer in the Portal.
      - (ii) Lenovo shall ship the Device from Customer location to the Service Center, at your expense, using a carrier of Lenovo’s choice.
    - (b) Upon receipt at the Service Center:
      - (i) Lenovo shall create an audit report of the Devices as provided by Customer including asset count, manufacturer, make, model, asset address/location, and, if available, manufacturers’ serial number. Lenovo has no obligation to compare the list of Devices actually received to the description of Devices included in the Service Request and the list of Devices prepared by Lenovo shall control for all purposes.

- (ii) Lenovo shall remove Customer property and/or asset tags from the Devices.
- (iii) Lenovo shall collect all optical media and portable magnetic media (CDs, DVDs, etc.) included with the Devices in a locked confidential container and destroy such media.

(c) **Data Sanitization Services**

Where Customer has placed a request or opted for Lenovo to pick-up and sanitize data from Device, and for Devices that will be reconditioned, Lenovo shall:

- (i) perform “**Data Sanitization**” (the process of irreversibly removing or destroying data stored on a memory device (hard drives, flash memory / SSDs, mobile devices, CDs, and DVDs, etc.) or in hard copy form) in alignment with the National Institute of Standards & Technology (NIST) SP800-88 clearing standards; and
- (ii) provide a certificate of data destruction with respect to such Devices.

(d) **Disposal and Recycle Services**

Where Customer has placed a request or opted for Lenovo to pick-up and recycle or dispose of Device and for Devices to be recycled or disposed of, Lenovo shall:

- (i) destroy the storage device in a manner that allows tracking by the storage device’s serial number and the parent Device’s serial number;
- (ii) provide a certificate of data destruction by storage device serial number and the Device serial number;
- (iii) recycle or dispose of Device in accordance with applicable environmental regulatory requirements; and
- (iv) provide a certificate of environmental disposition for recycled Device.

(e) Sections 3.1(c) and 3.1(d) are conditional on you complying with your responsibilities in Section 4.2.

**4. Your Responsibilities.**

**4.1. General Responsibilities.** You shall ensure that either you or, in the case of Resale Procurement, Customer:

- (a) designates a project manager who will be the point of contact for all communications related to Services under the Agreement with the authority to act on behalf of Customer in all matters regarding the Agreement;
  
- (b) completes all applicable fields in each Service Request in the Portal for the Services requested including, without limitation, the full address for each location, on-site contact name, phone number, e-mail address and any special access instructions for each location where the Devices are to be retrieved;
- (c) provides access to the building/room at Customer location where the Devices are located;
- (d) provides a working environment at each Customer location compliant with applicable health and safety regulations sufficient for Lenovo to take possession of the Devices and package, palletize and otherwise prepare the Devices for shipment;
- (e) removes any firmware, BIOS or device management passwords;

- (f) informs Lenovo of any changes to locations and/or Device counts at least 48 hours prior to scheduled pick up by emailing the assigned Lenovo service representative;
- (g) ensures all Device scheduled for Service is available at the agreed location and ready for Lenovo to commence the Services upon Lenovo's arrival at such location; and
- (h) provides special security clearances, if required to access the location of the Devices.
- (i) co-operates with Lenovo (including its Subcontractors or Service Providers), in providing accurate timely instructions in relation to: Device inventory; Device classification documents; shipment contents; Device condition and functionality. You acknowledges that such instructions may be required for regulatory purposes.
- (j) warrants that it grants Lenovo the right, has the authority to grant the right, and/or has obtained permission, for Lenovo to access any hardware, systems, and data located within: all hardware; software; and other components provided to Lenovo for the purposes of providing the Services only.

**4.2. RESPONSIBILITIES REGARDING DATA AND CUSTOMER DEVICE. YOU SHALL ENSURE THAT EITHER YOU OR, IN THE CASE OF RESALE PROCUREMENT, CUSTOMER:**

- (a) **PERFORMS A BACKUP OF DATA ON ALL DEVICES PRIOR TO MAKING AVAILABLE TO LENOVO FOR THE SERVICES;**
- (b) **ON ENGAGING DATA SANITIZATION SERVICES: (I) ENCRYPTS CUSTOMER DATA LOCATED ON STORAGE DEVICES AND EITHER (II) REMOVES ANY FIRMWARE, BIOS OR DEVICE MANAGEMENT PASSWORDS (I.E., COMPUTRACE) FROM DEVICE THAT MAY LIMIT ACCESS TO DEVICE (FAILURE TO DO SO MAY RESULT IN ADDITIONAL COST TO CUSTOMER);, OR (III) PROVIDES ALL TECHNICAL PASSWORDS NECESSARY TO GAIN FULL ACCESS TO THE DEVICES TO THE EXTENT NEEDED TO SANITIZE THE DEVICE ONLY, SUCH AS BIOS PASSWORD.**
- (c) **ON ENGAGING FOR PICKUP AND DISPOSAL ONLY, ENSURES THAT PRIOR TO PROVISION OR DELIVERY OF DEVICE TO LENOVO, WHERE POSSIBLE, CUSTOMER HAS PERFORMED "DATA SANITIZATION" IN ACCORDANCE WITH THE NATIONAL INSTITUTE OF STANDARDS & TECHNOLOGY (NIST) SP800-88 CLEARING STANDARDS. WHERE LENOVO IS NOT PROVIDING DATA SANITIZATION SERVICES, YOU SHALL ENSURE THAT EITHER YOU OR, IN THE CASE OF RESALE PROCUREMENT, CUSTOMER REMOVES ALL DATA IN ADVANCE OF LENOVO PICKUP.**

**4.3. LENOVO IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY ADDITIONAL OBLIGATIONS WHERE YOU AND/OR CUSTOMER (WHERE SEPARATE ENTITIES) REQUIRES SPECIFIC SECURITY STANDARDS, PRACTICES OR METHODS TO BE DEPLOYED BY LENOVO RELATED TO THE NATURE OF ITS DATA OR THE INDUSTRY IN WHICH IT OPERATES.**

**5. Lenovo Responsibilities.** Lenovo shall designate a Lenovo service representative as the point of contact for all communications related to the Services to be provided under the Agreement. The point of contact shall have the authority to act on behalf of Lenovo in all matters regarding the Agreement and shall:

- 5.1. establish and maintain communications regarding Services through Customer's point of contact;
- 5.2. provide a project status report to Customer's point of contact via email upon request; and
- 5.3. provide a clear escalation path for your concerns along with a list of the key contacts, telephone and email contact information prior to the start of Services.

**6. Completion of Services**

- 6.1. Upon completion of the Services for each Service Request, Lenovo shall provide a settlement report (a “**Settlement Report**”) to Customer listing the Device received, date of delivery, including the make, model, serial number (if applicable) and Customer location thereof, a description of the Services provided, the Service fees, and the shipping fees.
- 6.2. Lenovo’s responsibilities with respect to a Service Request shall be complete when the Services have been performed and confirmed by a final Settlement Report, a certificate of data destruction, and certificate of environmental disposition, if applicable, issued to Customer’s point of contact. The Settlement Report, certificate of data destruction, and certificate of environmental disposition, if applicable, will be provided to Customer within thirty (30) business days of the date of Device pickup.
7. **Termination.** If either Party materially breaches the Agreement, the non-breaching Party may terminate the Agreement if the breaching Party fails to remedy the material breach within fourteen (14) days of receiving written notice from the non-breaching Party of its material breach.
8. **Price, Charges and Payment.** For each Service Request, Lenovo shall issue an invoice to you for the Service fees and shipping fees set forth in the Settlement Report. All amounts are due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of the date of invoice shall be overdue. You shall pay a late payment fee of the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law on the undisputed past due balance of the invoice amount. You shall pay any applicable sales, use or similar taxes, fees or duties unless you provide exemption documentation to Lenovo. You are responsible for taxes, if any, from the date on which the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless expressly agreed in writing by Lenovo.
9. **Title and Risk of Loss.**
  - 9.1. Title and risk of loss to all Devices will be deemed to have transferred to Lenovo upon delivery of the Devices to Lenovo’s carrier.
  - 9.2. Upon Lenovo’s request, you agree or shall procure such agreement to execute and deliver or cause to be executed and delivered all such further documents or instruments as may reasonably be required to evidence such transfer of title to Lenovo.
  - 9.3. You represents and warrants to Lenovo that Customer has good title to the Devices, free of liens and encumbrances, and the right to transfer title and possession of such Devices to Lenovo in accordance with the Agreement.
10. **Personnel**
  - 10.1. Each Party is responsible for the supervision, direction, control, and compensation of its respective personnel.
  - 10.2. Lenovo personnel used in the performance of Services shall be as determined by Lenovo in its sole discretion.
  - 10.3. Lenovo may subcontract a Service, or any part of it, to subcontractors selected by Lenovo, without requiring your and/or Customer’s (where separate entities) prior approval.
11. **Services Warranty**
  - 11.1. Lenovo warrants Services will be performed in a workmanlike manner consistent with standards in the information technology industry.
  - 11.2. In the event Lenovo fails to perform Services in accordance with Section 3 above, you shall provide written notice of such failure to Lenovo within ten (10) days after the completion of such Services. Lenovo will either correct the failure

or provide a credit of the charges paid to Lenovo for the defective portion of the Services, at Lenovo's option. This Section 11 sets forth the extent of Lenovo's liability for Services and the sole remedy if the Services do not comply with the Agreement.

11.3. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11.4. Lenovo does not warrant uninterrupted or error-free operation of any deliverable or other aspect of the Services.

## 12. **Limitation of Liability**

12.1. In any action arising out of or related to Services, the Agreement or any order issued hereunder, neither Party nor its affiliates, shall be liable to the other Party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of; damage to; loss of control; or loss of access to data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) lost profits, business, revenue, goodwill or anticipated savings.

12.2. The total liability of either Party to the other Party for all actions arising out of or related to a Service Request issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the amount paid or payable by you to Lenovo under the Service Request.

12.3. The maximum cumulative liability of either Party to the other Party for all actions arising out of or related to the Agreement and all Service Requests issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by you to Lenovo for all Service Requests issued under the Agreement.

12.4. The limits in Sections 12.2 and 12.3 also apply to Lenovo's subcontractors, suppliers and program developers. They are the maximum amounts for which Lenovo and its subcontractors, suppliers and program developers may be liable collectively.

12.5. The provisions of Sections 12.1, 12.2, and 12.3 shall not limit either Party's liability for damages brought or asserted by a third party for: (i) bodily injury (including death); (ii) real property; or (iii) tangible personal property for which a Party is legally liable.

13.1 **Indemnity.** You shall defend, indemnify and hold harmless Lenovo, Lenovo's affiliates and their respective officers, directors, employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any claim or demand, and all losses, damages or expenses (including attorneys' fees and court costs), filed against Lenovo by any third party, relating to or arising from (i) the personal data contained in the Devices, where you and/or Customer (where separate entities) did not perform the necessary actions to comply with applicable laws; and (ii) you and/or Customer (where separate entities) failed to obtain the authorizations, approvals or consents required for Lenovo to perform the Services.

13.2 In addition to Section 13.1, in the case of Resale Procurement, you shall defend, indemnify, and hold harmless Lenovo, Lenovo's affiliates and their respective officers, directors, employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any claim or demand, and all losses, damages or expenses (including attorneys' fees and court costs), made or threatened by a Reseller, Customer, or any other third party relating to or arising from (i) any additional obligations entered into between you and Reseller and/or Customer; and (ii) representations and/or misrepresentations made by you about the Services.

14. **Country-Specific Terms.** The Country-Specific Terms contained in Schedule 3 amend certain terms of the Agreement for Customers located in the countries listed therein.

15. **General Terms**

15.1. Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about you and/or Customer (where separate entities) and its employees, including, without limitation, names, phone numbers, addresses, and e-mail addresses, necessary to perform Services under the Agreement. Such information will be processed and used in connection with the Agreement and Services and may be transferred by Lenovo to any country where Lenovo does business and may be provided to entities acting on Lenovo's behalf to perform obligations under the Agreement. Lenovo may also disclose such information as required by law. Lenovo shall process any personal data contained in the Devices on behalf of and for the purposes of Customer, in accordance with the Data Processing Addendum, at all times, including after transfer of title and risk of loss of the Devices to Lenovo.

15.2. Compliance with Laws. Each Party shall comply and, in the case of Resale Procurement, you shall ensure Customer complies with all applicable laws, regulations, and ordinances, including all applicable export and import regulations, orders and policies. You shall also comply and, in the case of Resale Procurement, you shall ensure Customer complies with all applicable local laws, regulations, and ordinances specific to Customer's industry and best practices.

15.3. Export Regulations. Any use, export, re-export, or transfer in-country, either directly or indirectly, of Devices and technical data supplied by Lenovo or Customer under the Agreement is subject to applicable export laws and regulations, including without limitation those of the United States and the European Union. Each Party shall comply and, in the case of Resale Procurement, you shall ensure Customer complies with all applicable export laws and regulations when using, exporting, re-exporting, or transferring in-country, directly or indirectly, any such Device or technical data. Either Party can terminate the Agreement immediately in the event the other Party and, in the case of Resale Procurement, Customer is listed as a restricted party on any sanctions list including, but not limited to, the United Nations Sanctions List, United States Treasury Department's Office of Foreign Asset Control Specially Designated National List; and the United States Department of Commerce's Denied Parties List, Entity List, or Unverified List. Lenovo shall have no further obligations under the Agreement until you and, in the case of Resale Procurement, Customer is no longer designated a restricted party.

15.4. Assignment. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall unreasonably withhold such consent. The assignment of the Agreement, in whole or in part, within the affiliated group of companies of which either Party is a part; or to a successor organization by merger or acquisition, shall not require the consent of the other Party.

15.5. Governing Law, Jurisdiction and Venue. Any dispute relating to the Agreement shall be brought before the competent courts where Lenovo's main offices are located in such country and the Parties submit exclusively to such jurisdiction, and waives any: (i) objection it may have to any proceedings brought in any such court; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such Party. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the fullest extent permitted by law, each Party hereby expressly waives any right to a trial by jury of any kind arising out of or in any manner connected with the Agreement or the subject matter hereof.

15.6. Force Majeure. Except for payment obligations, neither Party shall be liable to the other for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; pandemics or epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond its reasonable control.

- 15.7. Survival. Any terms of the Agreement, which by their nature survive the expiration, termination or cancellation of the Agreement, including but not limited to Limitation of Liability, shall survive the expiration or termination of the Agreement.
- 15.8. Complete Understanding. The Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral.
- 15.9. Severability. If the whole or any part of a provision of the Agreement is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, it shall be deleted and the remainder of the Agreement shall remain full force and effect.



## SCHEDULE 1 – DIRECT PROCUREMENTS

If Lenovo determines that a Device can be reconditioned or otherwise has resale value, Lenovo will pay the Customer a purchase price for such Devices in accordance with this Schedule.

### 1. Resale Value

- 1.1. Along with the information set out in Section 6.1 of the Agreement, Lenovo shall also include the final purchase price for any Device with resale value in the Settlement Report.
- 1.2. Lenovo will pay Customer for any Device that Lenovo determines can be reconditioned or otherwise has resale value. Lenovo will take title to and dispose of all **Other Devices** (Devices that are determined not to have resale value) in accordance with the Agreement without the payment of any purchase price by Lenovo.
- 1.3. Determination and Payment of Resale Value:
  - (a) The initial assessment and estimate will assume that such Devices are functional, complete, and in good cosmetic condition. It is an estimated price only and shall not be in any way considered the final purchase price for the Device.
  - (b) After Device has been delivered by Customer to Lenovo at the pickup location, Lenovo will assess the condition of the Device and determine (a) which Devices have resale value and (b) the then current fair market value of such Devices. The list of such Devices and final purchase prices that Lenovo will pay to the Customer for such Devices will be set forth in the Settlement Report. The final purchase price may be greater or less than any estimated price provided to Customer. Devices, including Other Devices that are not in good condition or good working order, or that have missing components such as floppy drive, optical drive, memory, hard drive (if missing at the time of collection), power adaptor, battery, etc. may be deemed to have no resale value as determined solely by Lenovo. If a Device has cosmetic deficiencies or is in need of repairs, Lenovo may apply deductions to the value that otherwise would apply to such Device if it were in functional, complete and good cosmetic condition to account for cosmetic deficiencies or needed repairs. If the deductions exceed such value, the Device will be deemed to have no resale value.
  - (c) Lenovo will pay Customer, upon Lenovo's receipt of a Customer generated invoice, the final purchase price set forth in the Settlement Report within thirty (30) calendar days of delivery of the Settlement Report to Customer. Such invoice shall be in the applicable format to support regional and country transmission requirements.

## SCHEDULE 2 - DATA PROCESSING ADDENDUM FOR ASSET RECOVERY SERVICES

Ver. 20230724

1. **Definitions:**

- a. The terms "Controller", "Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meanings set forth in applicable Data Protection Law.
- b. "Addendum" or "Data Processing Addendum" means this Data Processing Addendum for Asset Recovery Services.
- c. "Controller" means Customer.
- d. "Data Protection Law" means all applicable laws, rules, regulations, orders, and all related amendments thereto, in any jurisdiction in which Lenovo provides Services to Customer, pertaining to privacy, data security, data protection, data breaches, and confidentiality, including national, state and/or local laws. For the avoidance of doubt, and when the Services are provided to Controller in the relevant geographic areas, Data Protection Law refers to the California Consumer Privacy Act of 2018 ("CCPA"); the California Privacy Rights Act ("CPRA"); the European Union General Data Protection Regulation 2016/279, ("GDPR"); the United Kingdom Data Protection Act 2018 ("DPA 2018"); and Brazil Law No. 13.709/18 ("LGPD").

2. **Relationship of the parties:** The Controller hereby appoints Lenovo as its Processor to Process Personal Data as necessary for the provision of the Services. Details regarding the Processing activities, the use of sub-processors, and measures to secure Controller's Personal Data are set forth in Exhibit A. Each party shall comply with the obligations that apply to it under Data Protection Law.
3. **Purpose limitation:** Lenovo shall process Controller's Personal Data as a Processor and strictly in accordance with the documented instructions of Controller (the "Permitted Purpose"), except where otherwise required by Data Protection Law. Lenovo shall not retain, use, or disclose Controller's Personal Data: (a) for any purpose other than for the specific purpose of performing the Services or as otherwise permitted by law, (b) for a commercial purpose other than providing the Services, or (c) outside the direct business relationship between the Controller and Lenovo. Lenovo shall not sell Controller's Personal Data or proprietary information. "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating the information for monetary or other valuable consideration. Lenovo shall inform Controller when it becomes aware that Controller's Processing instructions may violate Data Protection Law.
4. **International transfers:** Lenovo may transfer Controller's Personal Data outside of the European Economic Area ("EEA") and/or the United Kingdom ("UK") (i) to a recipient that has executed standard contractual clauses adopted or approved by the European Commission and/or the UK Secretary of State (as applicable); or (ii) to a recipient in a country considered by the European Commission and/or the UK Secretary of State (as applicable), to provide adequate protection for Personal Data (an "Adequacy Decision"), which will be permitted under the Agreement(s) without the need for European Commission or UK Secretary of State approved standard contractual clauses or any other mechanism or requirement for transferring Personal Data compliantly pursuant to the GDPR, UK GDPR and/or DPA 2018 (as applicable). EEA countries shall be deemed to be subject to an Adequacy Decision for the purpose of transfers of Personal Data from the UK to the EEA.
5. **Confidentiality of Processing:** Lenovo shall ensure that any person that it authorises to process Controller's Personal Data (an "Authorised Person") shall be subject to a contractual or statutory duty of confidentiality and shall

not permit any person to process the Personal Data who is not under such a duty of confidentiality. Lenovo shall ensure that all Authorised Persons process Controller's Personal Data only as necessary for the Permitted Purpose.

6. **Security:** Lenovo shall implement appropriate technical and organisational measures (Described below in Section 11 – “Technical and Organizational Measures”) to protect Controller's Personal Data from (i) accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Personal Data (a "Security Incident").
7. **Subprocessing:** Any subprocessor Lenovo appoints to Process Controller's Personal Data shall be required by Lenovo to meet the data protection standards required by this Addendum.
8. **Cooperation and Data Subjects' Rights:** As applicable, Lenovo shall provide reasonable and timely assistance to Controller to enable Controller to respond to: (i) any request from a Data Subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and Data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of the Data. Data Subject Requests (DSRs) shall be requested by Controller by submitting a formal request in written to Lenovo at [privacy@lenovo.com](mailto:privacy@lenovo.com). Lenovo may redirect the Controller to submit its request to Lenovo's DSR portal.
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 need to fulfil its reporting obligations under Data Protection Law. Lenovo shall take measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Controller informed of developments in connection with the Security Incident.
10. **Deletion or Return of Data:** Upon termination or expiry of the Agreement, Lenovo shall destroy or return to Controller all Controller's Personal Data in its possession or control including any such data Lenovo provided to a service provider for Processing. This requirement shall not apply to the extent that Lenovo is required by any law to retain some or all the Personal Data, in which event Lenovo shall isolate and protect the Personal Data from further Processing except to the extent required by such law.
11. **Technical and Organizational Measures** that apply to Customer Personal Data Processed by Lenovo generally as part of Services follow. Additional measures that are specific to a Service are set forth in Exhibit A.
  - a. Lenovo maintains security policies, procedures, and processes which were developed considering international standards, best practices, as well as legal and regulatory requirements.
  - b. Lenovo's security policies, procedures and processes are regularly reviewed to consider, where appropriate, emerging technical risks, recent legal and regulatory developments, as well as customer needs.
  - c. Lenovo implements access controls and maintains monitoring capabilities in accordance with international standards to protect the different types of data it handles.
  - d. Access to data, transport of data, data processing facilities and business processes are controlled based on the “need to know” and “least privilege” principles as well as other security requirements.
  - e. Lenovo has policies and processes about the acceptable use of electronic devices and network resources.
  - f. Lenovo manages computer devices, networks and other electronic information systems focusing on confidentiality, integrity, and availability of information assets.
  - g. Lenovo configures systems to generate and store security logs.
  - h. Lenovo maintains an incident management process which addresses global roles and responsibilities during the incident response phases and aims to ensure timely incident reporting and investigation.

- i. Lenovo maintains business continuity planning which focuses on the continuance of its critical business functions and manufacturing plants.
- j. Lenovo maintains processes aimed at embedding security in the development of Lenovo products and services.
- k. Lenovo maintains processes designed to (i) identify vulnerabilities in critical information systems, (ii) assess the vulnerability, and (iii) where appropriate, timely remediate the vulnerability.
- l. Lenovo maintains processes covering facility access controls, data centre (internal) technical requirements and security of workstation, device, and information assets.

## EXHIBIT A

### Processing Details, Subprocessors, and Technical & Organizational Measures

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Ver. 20230724

#### 1. Asset Recovery Services

Asset Recovery Services (“ARS”) provide an end-to-end solution to mitigate the environmental and data security risks associated with end-of-life asset disposal while maximizing the value potential of those assets. Lenovo requires ARS Customers to delete Customer’s data from assets in accordance with National Institute of Standards & Technology (NIST) SP800-88 clearing standards prior to pick-up by Lenovo, unless they also purchase a Data Sanitization offering.

#### PROCESSING DETAILS AND SUBPROCESSORS

1. **The nature, purpose and subject matter of the processing during Lenovo’s provision of the Asset Recovery Services:** Business contact information of the Customer will be stored and accessed to communicate with the Customer. Device identifiers will be stored and used to track and certify asset destruction and environmental disposition status. No special or sensitive categories of Personal Data will be processed.
2. The **duration of the Processing** corresponds to the duration of the Agreement.
3. Lenovo will Process the business contact information of Customer’s employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants) who communicate with Lenovo to coordinate ARS activities including their name, address, email address, and phone number.
4. Subprocessors providing ARS are set forth in Annex 1 of Exhibit A of the Data Processing Addendum (Subprocessors).

#### TECHNICAL & ORGANIZATIONAL MEASURES

Set forth at Section 11 of the Data Processing Addendum.

#### 2. Data Sanitization (on-site) Services

Lenovo provides secure data wiping services (“Data Sanitization”) designed to ensure that Customer’s data (including personal and business data) remains secure until the moment of deletion. Lenovo requires Data Sanitization Customers to encrypt Customer’s data located on assets and either: (a) remove from assets any firmware, BIOS or device management passwords that may limit access to the asset, or (b) provide to Lenovo information strictly necessary to access the assets to conduct Data Sanitization work.

#### PROCESSING DETAILS AND SUBPROCESSORS

1. **The nature, purpose and subject matter of the processing during Lenovo’s provision of the Data Sanitization Services:** Business contact information of the Customer will be stored and accessed to communicate with the Customer. Device identifiers will be stored and used to track and certify data destruction and environmental disposition status. No special or sensitive categories of Personal Data will be processed.
2. The **duration of the Processing** corresponds to the duration of the Agreement.

3. Lenovo will Process the business contact information of Customer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants) who communicate with Lenovo to coordinate Data Sanitization activities including their name, address, email address, and phone number.
4. Lenovo will not directly access Customer's encrypted data; Lenovo will only delete such data.
5. Subprocessors providing Data Sanitization Services are set forth in Annex 1 of Exhibit A of the Data Processing Addendum (Subprocessors).

#### **TECHNICAL & ORGANIZATIONAL MEASURES**

Set forth at Section 11 of the Data Processing Addendum .

### **3. Data Sanitization (off-site) Services**

Lenovo provides secure data wiping services designed to ensure that Customer's data (including personal and business data) remains secure until the moment of deletion. Lenovo requires Data Sanitization Customers to encrypt Customer's data located on assets and either: (a) remove from assets any firmware, BIOS or device management passwords that may limit access to the asset, or (b) provide to Lenovo information strictly necessary to access the assets to conduct Data Sanitization work.

#### **PROCESSING DETAILS AND SUBPROCESSORS**

1. **The nature, purpose and subject matter of the processing during Lenovo's provision of the Data Sanitization Services:** Business contact information of the Customer will be stored and accessed to communicate with the Customer. Device identifiers will be stored and used to track and certify data destruction and environmental disposition status. No special or sensitive categories of Personal Data will be processed.
2. The **duration of the Processing** corresponds to the duration of the Agreement.
3. Lenovo will Process the business contact information of Customer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants) who communicate with Lenovo to coordinate Data Sanitization activities including their name, address, email address, and phone number.
4. Lenovo will not directly access Customer's encrypted data; Lenovo will only delete such data.
5. Subprocessors providing Off Site Data Sanitization Services are set forth in Annex 1 of Exhibit A of the Data Processing Addendum (Subprocessors).

#### **TECHNICAL & ORGANIZATIONAL MEASURES**

Set forth at Section 11 of the Data Processing Addendum.

## Annex 1: SUBPROCESSORS

Geographic Region	Country	Name & Location	Purpose & Related Section
AP	Australia	Greenbox- CanberraU2/184 Gilmore Road, Queanbeyan NSW 2620Canberra	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Australia	Greenbox- MelbourneUnit 4 62-66 Lara Way Campbellfield, VIC, 3061Melbourne	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Australia	Greenbox Systems - Sydney4/19 Holbeche Rd, Arndell Park, NSW, 2148Sydney	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Australia	Lifecycle Plus	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Australia	TES AMM Australia Pty Ltd. (Melbourne)23 Fillo DriveSomerton, Victoria, Australia	Section 1. Asset Recovery Services Section 2. Data Sanitization (at Customer) Services Section 3. Data Sanitization (at Service Center) Services
AP	Australia	TES-AMM Australia PTY LTDNo: 1 Marple Avenue Villawood NSW 2163 PO Box 448 Villawood, NSW, Australia	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Hong Kong	CNE Direct Hong Kong12B, Goodman Dynamic Center, No.188 Yeung UK Road, Tsuen Wan, NT Hong KongTsuen Wan	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	India	CTDI Peenya Bangalore#48 Peenya 2nd Stage (Near Balaji Temple), Bangalore, Karnataka-560058, IndiaBangalore	Section 1. Asset Recovery Services Section 3. Data Sanitization (at Service Center) Services
AP	India	MANGALAM ECS ENVIRONMENT PVT LTDB-2, ECS, THE FIRST, BEHIND KESHAVBAUGH PARTY PLOT, VASTRAPUR AHMEDABAD	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	India	TES AMM IndiaPanrutti 'A' village, Oragadam,Sriperambudur Tik, Kancheepuram Dist	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Indonesia	TES AMM IndonesiaJL. Tanjung no. 17 - Multiguna Niaga II, Lippo Cikarang - Sukaresmi, Bekasi 17550 - INDONESIA	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services

AP	Japan	Anchor Network Service (Tokyo Ecoline Center)JMT Kasai D-E, 4-3-1, Rinkaicho, Edokawa-kuTokyo	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Japan	TES AMM Japan K.K.3700-1, TanaAkasaka,Chuo-ku,Sagamihara-shi, Kanagawa, 252-5212,JapanKanagawa	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Korea	TES AMM Korea21, Songjeong-ro 264 beon-gilMado-myeon, Hwaseong-Si, Gyeonggi-Do, Korea	Section 1. Asset Recovery Services Section 2. Data Sanitization (at Customer) Services Section 3. Data Sanitization (at Service Center) Services
AP	Malaysia	Reconext MalaysiaPlot 452, Tingkat Perusahaan 6, Zon Perdagangan Bebas, Kawasan Perindustrian Perai, 13600 Perai, Penang, MalaysiaPenang	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Malaysia	TES AMM (Johor, Malaysia) Sdn BhdPlot 418 (lot 51603) Jalan Emas 2, Kawasan Perindustrian Pasir GudangPasig Gudang, Johor, Malaysia	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	New Zealand	Greenbox- AucklandUnit 13/30 Foundry Road, SilverdaleAuckland	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	New Zealand	TES AMM New Zealand LTD89 Lansford CrescentAvondale, Auckland	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Philippines	TES AMM Phillipines No. Unit 104 Central Business Park, No. 461 Amang Rodriguez Avenue. Manggahan Pasig City	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Singapore	TES-AMM - SingaporePte Ltd 9Benoi Sector 628944	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Taiwan	TES AMM TaiwanNo. 79, Johngsing RdLujhu Township, Taoyuan County 33857	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Thailand	TES AMM ThailandNo.107 Moo 1, BanlenBangpa- In, Ayutthaya, Thailand	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
AP	Viet Nam	TES AMM Vietnam- Blueberry BuildingNo.9-12, D52 Str., 12 Ward, Tan Binh Dist. Ho Chi Minh, Vietnam	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services



AP	Viet Nam	TES AMM Vietnam Warehouse: Go Cat disposal site, Binh Tan district, HCMC Ho Chi Minh, Vietnam	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Czech Republic	Reconext Prague, Ltd. Na Dlouhem 82 Ricany - Jazovice	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Denmark	Tier1 Asset A/S - Denmark Hejrevang 18 - 203450 Allerød	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	France	TES AMM SAS (France) 20 Rue Albert Rémy Senonches, France	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Germany	TES AMM Central Europe (Recklinghausen, Germany) Blitzkuhlenstraße 169 Recklinghausen, Germany	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Italy	TES AMM Italia Srl Via Glenn Curtiss, 3, IT-25018 Montichiari (BS), Italy Montichiari	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Netherlands	CNE Direct Inc. (Netherlands) Dreamstreet 71, 2133 LK Hoofddorp, The Netherlands Hoofddorp	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Spain	Tes-Amm España Asset Recovery & Recycling s.l. (new facility) Juan de la Cierva No. 16 Mostoles Madrid 28936 Spain Madrid	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	Sweden	TES-Total Environmental Solution (Sweden) Soldatorpgatan 15 Jonkoping, Sweden	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	UAE	Nippon General Trading FZE (TTG) P.O. Box 21072, Gate#1, Ajman Free Zone, UAE Ajman	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	United Kingdom	Global Resale, Ltd 4 Bradbury Park, Bradbury Drive Braintree, Essex, England	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
EMEA	United Kingdom	TES AMM Europe Holdings Ltd. (Cannock, UK) 102 Kingswood Lakeside, Blakeney Way Cannock, Staffordshire	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	Canada	Quantum Brampton (formerly GEEP) 3 Kenview Blvd. Brampton, ON, Canada	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services

NA	Canada	Quantum Calgary (formerly GEEP) Bay 228, 2880 45 Avenue SE Unit 9 Calgary, AB, Canada	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	CDM Technologies LLC 14335 Industrial Center Dr. Shelby Township, Michigan	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	CNE Direct, Inc. 2553 Global Court Suite A Groveport, OH 43125	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	IT Asset Partners Inc 8966 Mason Ave. Chatsworth, CA 91311	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	MFP Technology Services 65 Trap Falls Road Shelton, CT 06484	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	Reconext (Dallas, TX) 2250 William D Tate Ave. Grapevine, TX	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	Regency Technologies Arizona 1815 E Deer Valley Drive Phoenix, AZ 85024	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	Regency Technologies Durham (formerly GEEP) 2710 Weck Drive Durham NC 27709	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	Regency Technologies Ohio 4450 Darrow Road Stow, Ohio	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	ReMarkets 2214-D West Braker Lane Austin, TX	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	ReMarkets 11700 N Lakeridge PKWY Ashland, VA 23005 Ashland	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	Tech Defenders 601 Maryland Ave NE, Grand Rapids, MI 49505 Grand Rapids, MI 49505	Section 1. Asset Recovery Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	TES AMM Georgia, USA 5238 Royal Woods Parkway, Suite 110 Tucker, Georgia, USA	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services
NA	United States	TES AMM Seattle, USA 1208 Andover Park East Tukwila, WA	Section 1. Asset Recovery Services Section 2. Data Sanitization (on-site at Customer) Services Section 3. Data Sanitization (off-site at Service Center) Services

## EXHIBIT B

### International Data Transfer Agreement

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This Exhibit sets out the data protection requirements (including requirements under Data Protection Law) that apply: (i) to the Data Exporter (Controller) when it transfers Personal Data to the Data Importer (Lenovo) its affiliates and/or its Subprocessors, for Data Processing; and (ii) to the Data Importer when it receives Personal Data from a Data Exporter for Processing. The Data Importer warrants that it will always:

- a) Process the Transferred Data in accordance with Data Protection Law and will provide reasonable and timely assistance to the Data Exporter as needed to help the Data Exporter comply with its obligations under Data Protection Law; and
- b) Not knowingly perform its obligations under this Agreement in such a way as to cause the Data Exporter to breach any of its obligations under Data Protection Law.

#### 1. European Economic Area (EEA)

If Lenovo's services are provided to Controller within the European Economic Area ("EEA") or such other jurisdiction subject to EU Data Protection Law, the following provisions shall apply:

(A) "EU Data Protection Law" means (a) 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"); (b) the EU e-Privacy Directive (Directive 2002/58/EC); and (c) any and all applicable national data protection laws.

(B) Lenovo shall promptly inform Controller (a) of any requirement under EU Data Protection Law that would require Processing Personal Data in any way other than per Controller's instructions, or (b) if, in Lenovo's opinion, Controller's instructions may infringe or violate any applicable EU Data Protection Law.

(C) **Data Transfers:** If Lenovo or its Subcontractors are located outside the EEA, Lenovo and Controller hereby execute the controller to processor standard contractual clauses as set out in MODULE TWO in the [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](#) as amended or superseded from time to time (the "C2P Standard Contractual Clauses") and hereby incorporate them into this Addendum by reference. The parties acknowledge and agree that:

- a. Lenovo and Controller shall each comply with their respective obligations in the C2P Standard Contractual Clauses;
- b. If there is any conflict or inconsistency between the C2P Standard Contractual Clauses and this Addendum or the Agreement, the C2P Standard Contractual Clauses shall control to the extent of the conflict; and
- c. The information in the following tables is hereby incorporated into the C2P Standard Contractual Clauses between the Parties:

#### **Information to be incorporated into the C2P Standard Contractual Clauses between Controller and Lenovo:**

Clause 9. Use of sub-processors	Option 2 GENERAL WRITTEN AUTHORISATION is selected. Data importer shall provide information at least 30 days in advance as per Clause "Subprocessing"
Clause 17. Governing law	These Clauses shall be construed in accordance with the governing law set forth in the Parties' base agreement unless that governing law is not that of an EU Member State that allows for third-party beneficiary rights. In such event, the Parties agree that these Clauses shall be governed by the law of IRELAND.
Clause 18 (b). Choice of forum and jurisdiction	The Parties agree that any dispute arising from these Clauses shall be resolved by the courts of IRELAND.

**Information to be incorporated into Annex 1, Part A of the C2P Standard Contractual Clauses:**

Data Exporter's Name	Controller, and any of its commonly owned or controlled affiliates
Data Exporter's Address	The address of the Customer entity that entered into the Agreement.
Data Exporter's contact person's name, position and contact details	As agreed as part of the Agreement.
Data Exporter's activities relevant to the data transferred under these Clauses	The Services provided by the Data Importer to the Data Exporter in accordance with the Agreement
Data Exporter's signature and date	The parties agree that acceptance of the Agreement by the Data Importer and the Data Exporter has the equivalent legal effect of a signature. The date of signature is the date of such acceptance
Data Exporter's role	Controller
Data Importer's name	Lenovo and its subcontractors
Data Importer's address	The address of the Lenovo entity that is providing the Services
Data Importer's contact details	lars@lenovo.com
Data Importer's activities relevant to the data transferred under these Clauses	The Services provided by the Data Importer to the Data Exporter in accordance with the Agreement
Data Importer's signature and date	The parties agree that acceptance of the Agreement by the Data Importer and the Data Exporter has the equivalent legal effect of a signature. The date of signature is the date of such acceptance
Data Importer's Role	Processor

**Information to be incorporated into Annex 1, Parts B and C of the C2P Standard Contractual Clauses:**

Categories of data subjects	As set out in Exhibit A
Categories of personal data	As set out in Exhibit A
Sensitive data	As set out in Exhibit A
Frequency of the Transfer	As required for the provision of the Services
Nature of the processing	As set out in Exhibit A
Purpose of the processing	As set out in Exhibit A
Period for which personal data will be retained	As set out in Exhibit A

Subject matter, nature and duration of the processing carried out by subprocessors	As set out in Exhibit A
Competent Supervisory Authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 ty	The supervisory authority that will act as competent supervisory authority will be that of the EU member State where Data Exporter is established in the EU. If Data Exporter (i.e., contracting legal entity) is not established in EU, then the Competent Supervisory Authority will be such of the EU Member State in which the Data Exporter's EU representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established. If the Data Exporter is not established in the EU but does not need to appoint an EU representative, then the Competent Supervisory Authority will be that of the EU Member State in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

**Information to be incorporated into Annex 2 of the C2P Standard Contractual Clauses:**

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.	Set forth at Section 11 of this Addendum and in its Exhibit A.
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**Information to be incorporated into Annex 3 of the C2P Standard Contract Clauses:**

List of authorised subprocessors	As set out in Annex 1 to Exhibit A
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**2. United Kingdom (UK)**

If Lenovo's Services are provided to Controller within the United Kingdom, or the nature of the Personal Data triggers the application of the European Union (Withdrawal) Act 2018 (the "UK GDPR") and the Data Protection Act 2018 (the "DPA 2018"), the following additional provisions shall apply:

- (A) Transfers of Personal Data to a recipient in a country considered by the UK's Secretary of State, to provide adequate protection for Personal Data (an "Adequacy Decision") will be permitted under the Agreement(s) without the need for approved UK Standard Contractual Clauses.
- (B) EEA countries shall be deemed to be subject to an Adequacy Decision for the purpose of transfers of Personal Data from the UK to the EEA.
- (C) In the absence of an Adequacy Decision, Controller and Lenovo agree to execute approved UK [International data transfer addendum to the European Commission's standard contractual clauses for international data transfers \(https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/\)](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/).

**Part 1: Tables**

**Table 1: Parties**

<b>Information to be incorporated into “Part 1: Tables” of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses:</b>		
<b>Start date</b>	As per the above	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties’ details</b>	Full legal name, main address (if a company registered address): As per the information in the 2 <sup>nd</sup> table of the Art. 1. European Economic Area (EEA) in the Annex D	Full legal name, main address (if a company registered address): As per the information in the 2 <sup>nd</sup> table of the Art. 1. European Economic Area (EEA) in the Annex D
<b>Key Contact</b>	Full Name (optional), job title, contact details including email: As per the information in the 2 <sup>nd</sup> table of the Art. 1. European Economic Area (EEA) in the Annex D	Full Name (optional), job title, contact details including email: As per the information in the 2 <sup>nd</sup> table of the Art. 1. European Economic Area (EEA) in the Annex D

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	See Annex D, Art. 1 above
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**Table 3: Appendix Information**

Annex 1A: List of Parties As set out in in the Art. 1. European Economic Area (EEA) in the Annex D
Annex 1B: Description of Transfer: As set out in Annex A above
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Description of Transfer: As set out in Annex C above
Annex III: List of Sub processors (Modules 2 and 3 only): Description of Transfer: As set out in Annex B above

**Table 4: Neither Party may End this Addendum as set out in Section 19.**

<b>Information to be incorporated into “Part 2: Mandatory Clauses” of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses:</b>
Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section <b>Error! Reference source not found.</b> of those Mandatory Clauses.

### 3. Switzerland

Until Swiss relevant authorities release Swiss Model Clauses, C2P Model Clauses as executed under section 1 “European Economic Area (EEA)” above apply by reference. If the European Commission or the Swiss government agrees a successor solution to the Swiss-US Privacy Shield, then provisions under section 2 “United Kingdom (UK)” above apply by reference.

#### **4. Brazil**

Until Brazil relevant authorities release equivalent Brazil Model Clauses, C2P Model Clauses as executed under section 1 “European Economic Area (EEA)” above apply by reference.

**SCHEDULE 3 – COUNTRY SPECIFIC TERMS**

The ARS Agreement is amended as described herein, for Customers located in the countries listed in this Schedule. All other terms remain unchanged and in full force and effect for those Customers.

<b>FINLAND</b>	
Section 11.3 is replaced with the following provision:	
THIS WARRANTY AND COMPENSATION FOR DAMAGE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, COMPENSATIONS FOR DAMAGES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.	
Section 15.1 (Customer Information) is replaced with the following provision:	
Lenovo and its affiliates may store, use and process contact information and other information about Customer, including names, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement. Such information will be processed and used in connection with this Agreement and Services. For this purpose and according to the General Data Protection Regulation ((EU) 2016/679, as amended, "GDPR"), Lenovo will be regarded as a data controller. The Parties acknowledge that neither Party will be regarded as a data processor to one another.. For the avoidance of doubt, in fulfilling the purpose of this agreement each party shall comply with GDPR and other applicable data protection and privacy laws, regulations, ordinances and orders and policies of the authorities, as applicable, including but not limited to ensuring that it has in place appropriate technical and organizational measures to ensure data security as well as that it has implemented appropriate mechanisms and safeguards for the transfer of personal data to a jurisdiction located outside the European Union or the European Economic Area, as required under the GDPR and other applicable data protection and privacy laws and regulation.	
<b>FRANCE</b>	
Section 11.4 is deleted.	
Section 1 (d) of Schedule 2 - the Data Processing Addendum is replaced with the following:	
"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "Directive"); (ii) on and after 25 May 2018, 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.	
<b>ITALY</b>	
Section 12	Add the following sentence at the end of Section 12



The following are considered as "material terms", i.e., clauses whose violation represents a non-immaterial breach of contract: (i) breach of privacy and data protection obligations; (ii) breach of any payment obligations; (iii) breach of environmental obligations; (iv) breach of applicable law; (v) failure to meet service standards; (vi) breach of confidentiality.

Signature Line

The following sentence shall be added under the signature line

**PURSUANT TO ARTICLE 1341 AND 1342 OF THE ITALIAN CIVIL CODE, CUSTOMER SPECIFICALLY APPROVES SECTION 11 (LIMITATION OF LIABILITY); SECTION 15.5 (GOVERNING LAW, JURISDICTION AND VENUE) OF THIS AGREEMENT.**

Section 1 d. of Schedule 2: the Data Processor Addendum is replaced with the following

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "Directive"); (ii) on and after 25 May 2018, 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.

#### JAPAN

A new section entitled Project Change Control Procedure is inserted into section 15 containing the following provision.

If there is a change to the Services, it must be identified by its project number. In the event of such a change, prices and charges shall be adjusted accordingly. Lenovo shall confirm any agreed changes to Customer via a change authorization or equivalent document. Nothing herein shall obligate Lenovo to proceed with a change except as agreed by the parties. Notwithstanding the foregoing, Lenovo will pick up all Devices provided to Lenovo by the Customer at the location designated in a Service Request, whether or not such Devices were included in the Service Request completed by the Customer. To the extent the Device counts differ from the counts Customer provided in a Service Request, Customer authorizes Lenovo to provide Services with respect to any such additional or different Devices in accordance with the terms of this Agreement and agrees to pay any additional Service and shipping fees for the processing of such Device. If Lenovo determines that any of the additional or different Devices can be reconditioned or otherwise have resale value, Lenovo will pay Customer for such Device in accordance with the resale value clause.

#### KOREA

Section 15.1 Customer Information is replaced with the following provision:

Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer and its employees, including names, phone numbers, addresses, and e-mail addresses, necessary to perform Services under this Agreement. Such information will be processed and used in connection with this Agreement and Services and may be transferred by Lenovo to any country where Lenovo does business and may be provided to entities acting on Lenovo's behalf to perform obligations under this Agreement. In case such information is transferred by Lenovo to other entities overseas than Lenovo and its affiliates, Lenovo shall inform Customer and its employees of the following matters and obtain the consents from Customer and its employees: (i) the recipient of personal information, (ii) the purpose for which the recipient of personal information uses such information, (iii) particulars of personal

information to be provided, (iv) the period during which the recipient retains and uses personal information, (v) the fact that Customer and its employees is entitled to deny consent, and disadvantages, if any, resulting from the denial of consent. Lenovo may also disclose such information as required by law.

## PORTUGAL

Sections 12.2 and 12.3 are replaced by the following provisions:

12.2 The total liability of either party to the other party for all actions, except if stemming from willful conduct or gross negligence, arising out of or related to a Service Request issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the amount paid or payable by Customer or its affiliate to Lenovo or its affiliate under the applicable order.

12.3 The maximum cumulative liability of either party to the other party for all actions, except if stemming from willful conduct or gross negligence, arising out of or related to this Agreement and all Service Orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by Customer to Lenovo for all Service Requests issued under this Agreement.

Section 15.1 Customer Information is replaced with the following provision:

Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer and its employees, including names, phone numbers, addresses, and e-mail addresses, necessary to perform Services under this Agreement. Such information will be processed and used in connection with this Agreement and Services and may be transferred by Lenovo to any country where Lenovo does business and may be provided to entities acting on Lenovo's behalf to perform obligations under this Agreement. Lenovo may also disclose such information as required by law. What is set out herein shall always be compliant with the applicable legislation on data protection applicable in Portugal.

## SINGAPORE

Schedule 2 – the Data Processing Addendum for Asset Recovery Services) is deleted and replaced with the following:

### Singapore Data Intermediary Addendum

#### DEFINITIONS

In this Addendum, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

1.1.1. "Customer Personal Data" means Personal Data that is the subject of Customer's Agreement for Asset Recovery Services with Lenovo, including Personal Data which the Customer discloses to Lenovo in providing the Services as defined under Section 3 of this Agreement, and any Personal Data contained and/or stored in the Devices.

1.1.2. "data intermediary" has the same meaning as that given to it under Section 4(2) of the Personal Data Protection Act 2012 ("PDPA").

1.1.3. "Personal Data" means data, whether true or not, about an individual who can be identified: (a) from that data alone; or (b) from that data and other information which the Contractor has or is likely to have access.

## RELATIONSHIP OF THE PARTIES

Customer appoints Lenovo as a data intermediary to process the Customer Personal Data. Each party shall comply with the obligations that apply to it under the PDPA, at their own cos.

## LENOVO'S HANDLING AND PROTECTION OF PERSONAL DATA AS DATA INTERMEDIARY

**Process, Use and Disclosure.** Lenovo shall only process, use or disclose Customer Personal Data as a data intermediary on behalf of the Customer:

1.1.4. strictly for the purposes of fulfilling its obligations and providing the Services as defined under Section 3 of this Agreement; or

1.1.5. when required by law or an order of court.

**Security Measures.** Lenovo shall protect Customer Personal Data in Lenovo's control or possession by making reasonable security arrangements to prevent:

1.1.6. unauthorised or accidental access, collection, use, disclosure, or other similar risks; and

1.1.7. the loss of any storage medium or device on which personal data is stored.

**Retention of Personal Data.** Lenovo shall not retain Customer Personal Data for any period of time longer than is necessary to serve the purposes of this Agreement.

**Transfer of Personal Data.** Lenovo may transfer Customer Personal Data outside Singapore, provided that the Customer Personal Data will be protected at a standard that is comparable to that under the PDPA.

## Spain

The following language is added to Section 3 Services

- (a) Lenovo will incorporate the information on the Devices collected into the electronic WEEE platform that will compile information on the collection and management of WEEE from all channels and agents in each autonomous community and at the national level.
- (b) For Devices that will be reconditioned, Lenovo shall:
  - perform "Data Sanitization" in alignment with the National Institute of Standards & Technology (NIST) SP800-88 clearing standards; and
- (c) provide a certificate of data destruction with respect to such Devices. For Devices to be recycled or disposed of, Lenovo shall:
  - (1) shall subject the Devices to the treatment provided for in Article 31 of Royal Decree 110/2015 of 20 February 2015 on waste electrical and electronic equipment.
  - (2) destroy the storage device in a manner that allows tracking by the storage device's serial number and the parent Device's serial number;

- (3) provide a certificate of data destruction by storage device serial number and the Device serial number;
  - (4) recycle or dispose of Device in accordance with applicable environmental regulatory requirements; and
- provide a certificate of environmental disposition for recycled Device; and

Section 15.5 Governing Law, Jurisdiction and Venue is replaced with the following provision:

This Agreement shall be governed by and interpreted in accordance with the laws of Spain, without regard to its or any other jurisdiction's conflict of laws principles. All claims or disputes arising out of the interpretation, enforcement, or in any manner connected with this Agreement shall be brought exclusively in a court located in Madrid City. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, any such court, and waives any: (i) objection it may have to any proceedings brought in any such court; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. Without limiting the generality of the forgoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court sitting in Madrid City, and to the service of process in connection with any such claim or dispute by the mailing thereof by registered or certified mail, postage prepaid to such party, at the address set forth in, or designated pursuant to, this Agreement.

**Taiwan**

Section 15.5 Governing Law, Jurisdiction and Venue is replaced with the following provision:

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of China (Taiwan), without regard to its or any other jurisdiction's conflict of laws principles. All claims or disputes arising out of or in any manner connected with this Agreement shall be brought exclusively in the Taiwan Taipei District Court as the first instance court. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, any such court, and waives any: (i) objection it may have to any proceedings brought in any such court; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party.

**Turkey**

The follow language is inserted as Section 12.6

The parties agree that herein limitation of liability shall not include the damages caused by an action with malicious/gross fault of a party in accordance with the provision of the Turkish Code of Obligations numbered 6098.

Section 15.5 Governing Law, Jurisdiction and Venue is replaced with the following provision:

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Turkey, without regard to its or any other jurisdiction's conflict of laws principles. All claims or disputes arising out of or in any manner connected with this Agreement shall be brought exclusively Istanbul Central Courts and Enforcement Offices . To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, any such court, and waives any: (i) objection it may have to any proceedings brought in any such court; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. Without limiting the generality of the forgoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court sitting in of Istanbul and to the service of process in connection with any such claim or dispute by the mailing thereof by registered or certified mail, postage prepaid to such party, at the address set forth in, or designated pursuant to, this Agreement.

Section 1 d. of Schedule 2 - Data Processing Addendum – Asset Recovery Services is amended as follows:

"Applicable Data Protection Law" means Personal Data Protection Law numbered 6698 of Turkey ("PDP Law"), all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law; and

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "Directive"); (ii) on and after 25 May 2018, 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.