

## DATA PROCESSING ON BEHALF OF CUSTOMERS

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1. INGRAM MICRO GmbH (Cham) («INGRAM MICRO») acknowledges and agrees that in some cases the customer may be the data controller in respect of personal data received from the customer and processed by INGRAM MICRO on behalf of the customer in the course of providing services under INGRAM MICRO's Terms and Conditions («Terms and Conditions»). INGRAM MICRO would be in such case the data processor of customer's personal data; however, INGRAM MICRO retains all rights, title and interest in the personal data it may provide to the customer and will consider the customer as data processor of INGRAM MICRO's personal data under the Terms and Conditions.
2. The customer acknowledges and agrees that personal data, including the one of customer's customers, may be transferred by INGRAM MICRO to INGRAM MICRO Inc., INGRAM MICRO affiliates, vendors and/or subcontractors located in the USA or other third countries for the purpose of the execution of the obligations under the Terms and Conditions, the performance of its contractual obligations with vendors and in order to comply with other legal obligations.
3. INGRAM MICRO shall be entitled to rely upon the customer having obtained, if and where necessary, consent from data subjects or that INGRAM MICRO's processing of the personal data is otherwise done for lawful purposes. The customer agrees that INGRAM MICRO may give detailed information on products, amounts, turnovers as well as name and address of the customer to its vendors/suppliers (sell-out-reporting), in order to fulfil its contractual duties, especially for project-deals (end-user-business supported by vendors/suppliers).
4. To the extent that INGRAM MICRO processes personal data on behalf of the customer, INGRAM MICRO shall:
  - a) Process the personal data for lawful purposes, in accordance with customer's documented instructions and for no other purposes than those determined by customer in compliance with the provisions of the applicable data protection laws;
  - b) Not perform cross-border transfers outside the European Economic Area (EEA), disclose or otherwise permit access to the personal data to any third party for any purpose, without the customer's prior written consent, except where it is necessary in order for INGRAM MICRO to comply with a legal obligation or the Terms and Conditions or any other agreement with the customer;
  - c) Take reasonable steps to ensure the reliability of staff having access to the personal data processed as part of providing the products or services under the Terms and Conditions and that such staff is subject to confidentiality obligation;
  - d) Take appropriate technical and organisational measures against unauthorised or unlawful disclosure and processing of these personal data and against accidental loss or destruction of, or damage to the personal data;
  - e) Inform as soon as possible the customer of any data subject request, third party notices, breach of security or loss of customer's personal data and cooperate with customer in order to impede any consequences thereof;
  - f) Provide reasonable assistance to customer in order to allow it to comply with its obligations under the applicable data protection laws;
  - g) Upon termination of the business relationship with the customer, cease all processing of customer's personal data and delete or, upon customer's request, return, all files containing the personal data, except that INGRAM MICRO shall be entitled to retain copies of any personal data to fulfil its other legal obligations;
  - h) Not subcontract any of its processing operations regarding customer's personal data to any third party other than INGRAM MICRO's affiliated companies, carriers and subcontractors without the express prior written consent of the customer whose consent shall not be unreasonably withheld. INGRAM MICRO will remain responsible to the customer for its use of affiliates and third parties as sub processors of customer's personal data;
  - i) INGRAM MICRO agrees, upon reasonable notice and not more often than once every 12 months, to make available to the customer or a mutually agreed independent auditor subject to confidentiality obligations all information necessary to demonstrate INGRAM MICRO's compliance with its processing obligations hereunder and allow for and contribute to audits, including inspections. Any audits or inspections must be conducted at customer's expense during working hours and not disrupt INGRAM MICRO's business.
5. INGRAM MICRO Privacy Statement is available at <https://corp.ingrammicro.com/Terms-of-Use/Privacy-Statement>; Personal Data-related questions or requests can be sent to [privacy@ingrammicro.com](mailto:privacy@ingrammicro.com).

INGRAM MICRO GmbH, Cham  
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