

ADDENDUM TO INGRAM MICRO'S TERMS AND CONDITIONS OF SALE
APPLECARE+

If you have been authorised by Apple to sell AppleCare+ and you procure AppleCare+ products from Ingram Micro ("IM"), the following terms and conditions (this "Addendum") shall apply as between you (the "Reseller") and IM in addition to the terms and conditions already agreed between you and IM:

1. **Appointment.** You are hereby delegated authority pursuant to the terms of the "Master Delegated Underwriting Authority Agreement" between AIG Europe Limited (the "Insurer") and Apple as a limited and non-exclusive agent of Apple to sell AppleCare+. Subject to the terms herein, in the course of executing a sale of the AppleCare+ products to you, IM is authorized as agent for Apple and is authorizing you as Apple's agent to: (i) provide a binding quotation for the AppleCare+ policy document; (ii) bind Apple, who as agent to the Insurer, will bind the Insurer to provide the AppleCare+ product and issue the policy documents in the name of the Insurer to an end user customer; (iii) collect, hold and pay any premiums due in accordance of the provision of the AppleCare+ product to Apple. The delegated authority is provided only in those countries where Apple has been authorized to sub-delegate the same by the local branch of the Insurer (i.e. AT, FR, DE, IE, IT, NL, ES, CH – the "Authorized Locations").
2. **Prices.** You acknowledge and accept that in accordance with the laws and regulatory provisions connected to the sale of an insurance product that the resale price for AppleCare+ products are set by the Insurer and that you, as agent for Apple, must resell AppleCare+ products at the prices communicated by Apple without discount, uplift or any other form of price variation and that AppleCare+ products cannot be provided free of any charge, sold at a discounted rate from the price payable as advised by Apple or bundled with an Apple Product sale. You acknowledge and accept that irrespective of the AppleCare+ products being sold at a higher price, sold at a discounted rate, provided free of charge or bundled with eligible Products in any type of promotional proposition, you will be invoiced by IM for the full premium amounts payable. You further acknowledge and accept that you will be responsible for any insurance premium tax or other applicable taxes that may attach itself to the sale of AppleCare+ in the event that you have sold the AppleCare+ product at a different price.
3. **Fees.** IM will pay you an arm's length commission (the "Fee") as remuneration with respect to the performance of claims handling services and for serving as agent of the Insurer that shall be calculated based on the amount of AppleCare+ product sold in any fiscal monthly period. You and IM agree that the settlement of the Fee shall not be netted and that separate documentation shall be held by the parties in order to demonstrate the flow of monies if reasonably required and requested by the parties and/or the Insurer. IM will pass through from Apple to you the Fee in full without set-off, deduction or other withholding. Payment of the Fee shall be made monthly by way of a credit to your account or as otherwise agreed in writing. You accept that IM following guidance from Apple reserves the right to review the Fee at any time, including but not restricted to the introduction of a new product line, and adjust the Fee payable on thirty (30) days written notice.
4. **Conduct.**
 - 4.1 You agree to comply with all applicable statutory and other rules, regulations, instruments and provisions in force from time to time that attach to the marketing, sale and provision of the AppleCare+ products including (without limitation): a) the rules, codes of conduct, codes of practice, guidance notes, practice requirements and accreditation terms stipulated by those authorities or bodies including, but not limited to the applicable financial regulator or other regulators to which each party is subject from time to time; b) all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption matters, including but not limited to: (i) the UK Bribery Act 2010 (the Bribery Act); (ii) the US Foreign Corrupt Practices Act 1977 (the FCPA), and (iii) all applicable anti-bribery and anti-corruption laws in the country(ies) where you have your places of business and where you conduct activities and practices under this Addendum; c) the applicable data protection laws, statutes and regulations in the countries where you have your places of business and where you conduct activities and practices under this Addendum; and d) you acknowledge and accept that the confidentiality provisions as set out herein remains in full force and effect and govern the relationship between you, Apple and IM in respect to confidential information as it applies to the administration of AppleCare+.
 - 4.2 You agree to provide all legally required customer disclosures and communications, as applicable to the relevant Authorized Location, and provide the end user customers the ability to update their payment methods.
 - 4.3 You agree to provide to the end user customer the AppleCare+ insurance policy documentation, disclosures and proof of coverage documents or the other relevant notices.

- 4.4 You agree to comply with all applicable laws governing the collection and payment of premiums in relation to all AppleCare+ sales, including, but not limited to, maintaining any required authorizations and/or licenses, if applicable in the Authorized Location.
5. Apple Confidential Information. You acknowledges that by reason of this Addendum and the sale of AppleCare+ you may receive or get access to certain information and materials concerning AppleCare+ and/or Apple's business plans, technology and products that are confidential and of substantial value to Apple, which value would be impaired if such information were disclosed to third parties or used for purposes other than as expressly permitted by this Addendum (the Confidential Information"). You agree to maintain any and all Confidential Information received from IM in confidence, and agree not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of IM or Apple. You agree that Confidential Information shall be disclosed to your employees and other personnel under your control and supervision for purposes of this Addendum solely on a need-to-know basis in furtherance of the AppleCare+ sale and marketing, and solely to those individuals who are bound by non-disclosure obligations no less restrictive than the non-disclosure terms of this Addendum, unless required by law, court or governmental order. Confidential Information shall be deemed to include (i) information marked "confidential", if conveyed in writing, and (ii) information identified orally as "confidential", if conveyed orally. Confidential Information shall not be deemed to include any information which (a) is publicly known at the time of the disclosure, (b) becomes publicly known other than by breach of the terms of this clause, (c) becomes known to you, without restriction, from a source free of any obligation of confidentiality and without breach of this clause, or (d) is independently developed by you.
6. Insurer Confidential Information. You acknowledge that – in performing its obligations under this Addendum – you may also receive or get access to information (in whatever form) which relates to the business of the Insurer ("Insurer Confidential Information"). You agrees that you shall not disclose to any third party (save for professional advisers for the purpose of obtaining professional advice) any Insurer Confidential Information or material relating to AppleCare+ or the affairs of the Insurer under or in connection with the distribution or sale of AppleCare+ or this Addendum. Notwithstanding the foregoing, you may disclose Insurer Confidential Information to such of its officers, directors, employees, or agents or any of its group undertakings who have a need to know such Insurer Confidential Information for the purposes of this Addendum, provided that each person who is in receipt of the Insurer Confidential Information is bound by non-disclosure obligations which contain confidentiality requirements that are equivalent to your obligations under this Addendum. Insurer Confidential Information shall be deemed to include (a) (i) any Insurer designs, drawings, formulae, tests, works-in-process, trade secret or inventions, (ii) Insurer business affairs, business plans, methodology or technology, (iii) Insurer engineering information, patterns or specifications, (iv) Insurer marketing information or merchandising information, (v) Insurer financial information, customer lists and information, personnel matters, policyholders, suppliers or sub-contractors of the Insurer, disclosed directly or indirectly by Apple, IM or the Insurer to you, whether in oral, written, graphic, magnetic, electronic or other form or obtained (either directly or indirectly in whatever manner) by you from IM, Apple or the Insurer; or (b) any of the Insurer's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either marked confidential" or "proprietary", or is known to be confidential or proprietary in nature, and that is disclosed or made available to you.
7. Trademarks, etc. Apple has granted to IM, and IM grants to you a non-exclusive, royalty-free sub-licence to use the names, logos and domain names of the Insurer (whether or not registered) (the "Insurer Marks") for the term of this Addendum, in the Authorized Location for the sole purpose of enabling you to carry out your obligations under this Addendum. You agree during or after the term of this Addendum, not to:
- (a) register or attempt to register the Insurer Marks or AppleCare+ Marks (as appropriate) as a trademark, service mark, trade name or corporate name;
 - (b) represent to any third party that you hold any rights in or owns the Insurer Marks or AppleCare+ Marks (as appropriate);
 - (c) use the Insurer Marks or AppleCare+ Marks (as appropriate) in combination with any other trademarks (without prior written consent);
 - (d) do anything that damages or dilutes the reputation, value or goodwill in the Insurer Marks or AppleCare+ Marks (as appropriate); and
 - (e) modify, edit, add, reformat or otherwise change the Insurer Marks or AppleCare+ Marks (as appropriate).

8. **Compliance.** You acknowledge that the Insurer is regulated by the Financial Regulator in the United Kingdom and thereby must adhere to the United Kingdom’s Financial Regulator Senior Management Arrangement, System & Controls (“SYSC”). You also acknowledge that the Insurer has a duty to comply with UK legislation and regulations including the Proceeds of Crime Act 2002 (“POCA”), Terrorism Act 2000 (“TACT”), Bribery Act 2010, Joint Money Laundering Steering Group (“JMLSG”), pursuant to which the Insurer has in place a Financial Crime & Anti-Money Laundering Policy. As a condition for you being permitted to act as an agent for Apple and market the Insurer’s products, you shall meet and maintain the following system & control requirements:
- a) Reseller has an obligation to have appropriate risk management systems and controls in place, including controls to counter the risk that the Reseller might be used to further financial crime and to enable persons at the Reseller to make report suspected incidences of financial crime to the relevant authority.
 - b) Reseller shall have documented operational procedures for preventing, identifying and managing financial crime (in line with the Insurer’s policy definition of financial crime), to include for the reporting of incidents internally and externally to the relevant authorities/law enforcement, such as but not limited to submitting Suspicious Activity Reports to the UK Serious Organised Crime Agency (“SOCA”), investigating incidents and the escalation process for instances of financial crime.
 - c) Reseller must have in place procedures to mitigate the risk of committing any of the offences under the Bribery Act 2010. Consideration should be taken to ensure appropriate recording and monitoring is in place concerning gifts and entertainment & whistle blowing.
 - d) Reseller must deliver training at least annually for all employees who act for or on behalf of the Insurer, to include as an integral feature of new starter induction programs, with records retained of all training delivered and the trainees.
 - e) Reseller must maintain accurate records of all instances of actual financial crime and where required such records shall be supplied on request to the Insurer’s Financial Crime Unit (“FCU”), in the format and frequency stipulated. For instances of proven financial crime (evidence permitting), all such matters must be referred to the police or other relevant law enforcement authority and records retained specific to such actions, only with the prior consent of the FCU.
 - f) Reseller agrees to fully cooperate with industry, law enforcement and regulators, in countering financial crime, to include sharing information and intelligence must be given and where appropriate should include informing the FCU.

Acknowledged and accepted.

Customer Name: _____

Signature: _____

Date: _____