

ADDENDUM TO INGRAM MICRO'S APPLE SALES
APPLECARE+

If you have been authorised by Apple to sell AppleCare+ and you procure AppleCare+ from Ingram Micro, the following shall apply:

1. Subject to the terms of this section Services, you (or "Reseller") 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+. 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). 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.
2. 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.
3. 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.
4. 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 between both parties 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.
5. 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 countries 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+.
6. Each party acknowledges that by reason of this Addendum it may have access to certain information and materials concerning the other party's and Apple's business plans, customers, technology and products that are confidential and of substantial value to such party, 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"). Each party agrees to maintain any and all Confidential Information received from the other, in confidence, and agrees not to disclose or

otherwise make available such Confidential Information to any third party without the prior written consent of the other party. Each party agrees that Confidential Information shall be disclosed to its employees and other personnel under its control and supervision for purposes of this Addendum solely on a need-to-know basis in furtherance of this Addendum, 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 the receiving party, without restriction, from a source free of any obligation of confidentiality and without breach of this clause, or (d) is independently developed by the receiving party.

7. Reseller acknowledges that – in performing its obligations under this Addendum – it may have access to information (in whatever form) which relates to the business of the Insurer (“Insurer Confidential Information”). Reseller agrees that it 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, Reseller may disclose the 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 which are equivalent to the equivalent to the Reseller’s obligations under this Addendum. Insurer Confidential Information shall be deemed to include (a) (i) any designs, drawings, formulae, tests, works-in-process, trade secret or inventions, (ii) business affairs, business plans, methodology or technology, (iii) engineering information, patterns or specifications, (iv) marketing information or merchandising information, (v) financial information, customer lists and information, personnel matters, policyholders, suppliers or sub-contractors of the Insurer, disclosed directly or indirectly by Apple, Ingram Micro or the Insurer to Reseller, whether in oral, written, graphic, magnetic, electronic or other form or obtained (either directly or indirectly in whatever manner) by Reseller from Ingram Micro, 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 Distributor.
8. Apple has granted to Ingram Micro and Ingram Micro grants to Reseller a non-exclusive, royalty-free licence sub-licence to use any names, logos and domain names of the Insurer or any of the Insurer’s group undertakings (whether or not registered) (the “Insurer Marks”) for the term of this Addendum, in the Authorized Location for the sole purpose of enabling Reseller to carry out its obligations under this Addendum. Reseller shall ensure that no employee, agent or subcontractor of the same shall use the Insurer Marks except as permitted by this Addendum. Reseller shall not acquire any goodwill or rights of any kind through its use of Insurer Marks but, if it does acquire any goodwill or rights, those rights shall be held on trust for the Insurer and Reseller shall, without charge, promptly execute any document and do all things necessary to assign such goodwill or rights to the Insurer. On termination or expiry of this Addendum, all and any use by Reseller of the Insurer Marks and the AppleCare+ Marks will cease. Further, Reseller shall not, during or after the term of this Addendum:
 - (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 it holds 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).
9. The Insurer is regulated by the Financial Regulator in the United Kingdom and thereby must adhere to the Financial Regulator Senior Management Arrangement, System & Controls (“SYSC”). The Insurer also has a duty to comply with local legislation and regulations including Proceeds of Crime Act 2002

("POCA"), Terrorism Act 2000 ("TACT"), Bribery Act 2010, Joint Money Laundering Steering Group ("JMLSG"), pursuant to which the Company has in place a Financial Crime & Anti-Money Laundering Policy. The following has been created in direct observance of the requirements of the legislation and regulations outlined above to set out the minimum standards required of the Intermediary engaged with the Insurer in respect of Financial Crime controls and any reporting activities. As a condition for Reseller being permitted to act as an agent for Apple and market the Insurer's product, the Reseller shall meet and maintain the following system & control requirements:

- a) Reseller shall have an obligation to have appropriate risk management systems and controls in place, including controls to counter the risk that the firm might be used to further financial crime and to enable persons at the firm to make report suspected incidences of financial crime to the 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) must be in place, 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 Serious Organised Crime Agency ("SOCA"), investigating incidents and the escalation process for instances of financial crime.
- c) Procedures must be in place 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) Financial crime training must be delivered 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) Accurate records of all instances of actual financial crime must be maintained and where required such records are to 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. NOTE: Only with the prior consent of the FCU.
- f) Full cooperation 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.