

# Plantronics, Inc. (“Plantronics”)

## Global Intra-Group Data Transfer Agreement

**Effective Date: 4<sup>th</sup> April, 2017**

THIS AGREEMENT IS MADE BETWEEN:

- (1) The Plantronics Group Companies listed in Schedule 3 as updated and amended from time to time in their capacities as Controllers or Processors (each a "**Data Exporter**" and collectively the "**Data Exporters**"); and
- (2) The Plantronics Group Companies listed in Schedule 4 as updated and amended from time to time in their capacities as Controllers or Subprocessors (each a "**Data Importer**" and collectively the "**Data Importers**")

each a “**Party**” and together the “**Parties**”.

### **BACKGROUND**

- (A) Each Data Exporter may from time to time disclose certain Personal Data (including Plantronics Data and / or Customer Data) to a Data Importer to perform certain Data Processing Activities.
- (B) This Agreement sets out the data protection terms that apply when a Data Importer Processes Personal Data (whether Plantronics Data and / or Customer Data) in the course of performing the Data Processing Activities.
- (C) This Agreement also addresses the obligations that apply to the Data Exporter under Applicable Privacy Law(s) and / or under its agreements with Customers concerning the Data Processing Activities.
- (D) This Agreement grants certain third party rights to Plantronics Customers who are not parties to this Agreement and who are established in the EEA. Specifically, those Customers may rely on Clause 3.1(c) in order to realise the benefit of the Model Clauses when disclosing Customer Data to a Data Importer for Processing.
- (E) A Plantronics company that is not a Party as at the Effective Date may become a Party to, and be bound by, this Agreement by executing the Deed of Accession with Plantronics, Inc. at any time after the Effective Date.

NOW IT IS HEREBY AGREED as follows:

### **1. Definitions**

In this Agreement:

- |                                    |  |
|------------------------------------|--|
| <b>"Agreement"</b>                 | means this Global Intra-Group Data Transfer Agreement, as amended from time to time; |
| <b>“Applicable Privacy Law(s)”</b> | means any applicable privacy and data protection law(s), including:                  |

- (a) where a Data Exporter discloses Plantronics Data to a Data Importer, any privacy and data protection law(s) to which the relevant Data Exporter is subject within its country of establishment; and
  - (b) where a Data Exporter discloses Customer Data to a Data Importer, any privacy and data protection law(s) to which the relevant Customer (as Controller of the Customer Data) is subject within its country of establishment;
- "Controller"** means an entity that alone or jointly with others determines the purposes and means of Processing of Personal Data;
- "Customer"** means any Plantronics customer;
- "Customer Data"** means any Personal Data obtained from Customers located in the EEA and Processed by a Data Exporter (acting as a Processor) on behalf of its Customers (as Controllers), including but not limited to data relating to end users of Plantronics devices, and as described in Processing Appendix 2;
- "Data Exporter"** means a Party that discloses:
- (a) Plantronics Data; and / or
  - (b) Customer Data
- to another Party in accordance with this Agreement;
- "Data Importer"** means a Party that receives:
- (a) Plantronics Data; and / or
  - (b) Customer Data
- from another Party in accordance with this Agreement;
- "Data Processing Activities"** means the activities carried out by the Data Importer in relation to the Processing of Plantronics Data and / or Customer Data as described in a Processing Appendix;
- "Data Protection Directive"** means the EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- "Effective Date"** means 4<sup>th</sup> April, 2017;
- "European Economic Area or EEA"** means the Member States of the European Union, plus Iceland, Liechtenstein and Norway;
- "Model Clauses"** means:
- (i) in relation to the Processing of Plantronics Data pursuant to this Agreement the model clauses for the transfer of Personal Data to Controllers established in third countries

approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2004/915/EC of 27 December 2004; and

- (ii) in relation to the Processing of Customer Data pursuant to this Agreement the model clauses for the transfer of Personal Data to Processors established in third countries approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February 2010; as such model clauses are available at [http://ec.europa.eu/justice/data-protection/document/international-transfers/transfer/index\\_en.htm](http://ec.europa.eu/justice/data-protection/document/international-transfers/transfer/index_en.htm) and may be amended or replaced by the European Commission from time to time;

**"Personal Data"**

means any information relating to an identified or identifiable natural person and includes the categories of data listed in a Processing Appendix. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity;

**"Plantronics"**

means Plantronics, Inc. and any company or entity that is directly or indirectly controlled by or under common control with Plantronics, Inc., where control means either (i) direct or indirect ownership or control of more than 50% of the voting interests of the subject company or entity, or (ii) the ability to control the activities of the subject entity through contractual rights;

**"Plantronics Data"**

means any Personal Data Processed by a Data Exporter (acting as a Controller) including but not limited to employee data, vendor data, marketing data, customer relationship data, usage data, and administration data, and as described in Processing Appendix 1;

**"Plantronics Security Measures"**

means the security measures specified in Schedule 2 as may be updated or reissued from time to time;

**"Processing Appendix"**

means each appendix in a format substantially the same as that set out in Schedule 1, which is agreed by the Parties, is incorporated into Schedule 1, and is subject to the terms of this Agreement as of the effective date specified therein;

**"Processor"**

means an entity that Processes Personal Data on behalf, and in accordance with the instructions, of a Controller; and

**"Sub-contractor"**

means any person or entity to whom or to which the Data Importer sub-contracts or outsources the Processing of Plantronics Data and / or Customer Data.

**2. Relationship of the Parties**

## 2.1. Plantronics Data

- 2.1.1. Each Data Exporter is a Controller of the Plantronics Data it Processes and in relation to such Plantronics Data it (i) may lawfully disclose the Plantronics Data to a Data Importer (on a Controller to Controller basis) so that the Data Importer can perform the Data Processing Activities, and (ii) will comply with Applicable Privacy Law(s) when disclosing Plantronics Data pursuant to this Agreement.
- 2.1.2. Each Data Importer will Process Plantronics Data that is disclosed to it by a Data Exporter for the purpose of performing the Data Processing Activities in accordance with the provisions of this Agreement or for secondary purposes that are not incompatible with the original Data Processing Activities in accordance with Clause 2.1.4.a.
- 2.1.3. The Parties may amend the permitted Data Processing Activities by mutual agreement in writing. Any such subsequent agreement will be subject to the provisions of this Agreement.
- 2.1.4. Each Data Importer warrants and undertakes in respect of all Plantronics Data that it Processes in the course of performing the Data Processing Activities that at all times:
- a) it has and will maintain the legal authority to give the warranties and fulfil the undertakings set out in this Agreement;
  - b) it will Process the Plantronics Data in accordance with Applicable Privacy Law(s);
  - c) it will assist the Data Exporter as necessary to comply with its obligations under Applicable Privacy Law(s);
  - d) it will 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 Applicable Privacy Law(s);
  - e) it will ensure the reliability of any employees and Sub-contractor personnel who access the Plantronics Data and ensure that they have undergone appropriate training in the care, protection and handling of Personal Data;
  - f) it maintains and will continue to maintain appropriate technical and organisational security measures to protect such Plantronics Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access and against all other unlawful forms of Processing, in particular where the Processing involves the transmission of data over a network. Such measures will include as a minimum the Plantronics Security Measures; and
  - g) it will permit the Data Exporter such access to its premises, computer and other information systems, records, documents and agreements as the Data Exporter may reasonably require to enable it to satisfy itself that the Data Importer is complying with its obligations under this Agreement.

## 2.2. Customer Data

- 2.2.1. Each Data Exporter is a Processor (acting on behalf of one or more Customers) of the Customer Data it Processes and in relation to the disclosure of such Customer Data to the Data Importer, the Data Exporter will comply with the contractual obligations imposed on it by the Customer and will communicate to the Data Importer the instructions of the Customer concerning the Processing of the Customer Data.
- 2.2.2. Each Data Importer is a sub-Processor acting on behalf of the Data Exporter and will Process Customer Data that is disclosed to it by a Data Exporter only for the purpose of performing the Data Processing Activities in accordance with the provisions of this Agreement and the instructions of the Customers (as Controllers).
- 2.2.3. The Parties may amend the permitted Data Processing Activities by mutual agreement in writing. Any such subsequent agreement will be subject to the provisions of this Agreement and the instructions of the Customers (as Controllers).
- 2.2.4. Each Data Importer warrants and undertakes in respect of all Customer Data that it Processes in the course of performing Data Processing Activities on behalf of a Customer that at all times:
- a) it will only Process such Customer Data as a Processor on behalf of the Customer and, in so doing, will act solely on the instructions of the Data Exporter, which instructions may be specific or general in nature and will be consistent with the instructions issued to the Data Exporter by the Customer;
  - b) it will not Process, apply or use such Customer Data for any purpose other than as required and is necessary to perform the Data Processing Activities;
  - c) it will not Process such Customer Data for its own purposes;
  - d) it will not transfer or purport to transfer control of such Customer Data to a third party, except as it may be specifically instructed to do so by the Data Exporter;
  - e) it will not include any Customer Data in any product or service offered to third parties;
  - f) it will assist the Data Exporter as necessary to comply with its contractual obligations towards its relevant Customers;
  - g) it will not knowingly perform its obligations under this Agreement in such a way as to cause a relevant Customer to breach any of its obligations under Applicable Privacy Law(s) or to cause the Data Exporter to breach its contractual obligations to a relevant Customer;
  - h) it will ensure the reliability of any employees and Sub-contractor personnel who access the Customer Data and ensure that they have undergone appropriate training in the care, protection and handling of Personal Data;
  - i) it maintains and will continue to maintain appropriate technical and organisational security measures to protect such Customer Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access and against all other unlawful forms of Processing, in particular where the Processing involves the transmission of data over a network. Such measures will include as a minimum the Plantronics Security Measures; and
  - j) it will permit the Data Exporter such access to its premises, computer and other information systems, records, documents and agreements as the Data Exporter may reasonably require

to enable it to satisfy itself that the Data Importer is complying with its obligations under this Agreement.

### 3. International Data Transfers

3.1. Where Plantronics Data and / or Customer Data originating in the EEA are Processed by the Data Importer outside the EEA in a territory that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to Article 25(6) of the Data Protection Directive (an "**Adequate Territory**") then the Model Clauses will be incorporated into this Agreement by this reference and will apply to the Processing as follows:

- a) each Data Importer will be deemed to have entered into the Model Clauses in its own name and on its own behalf as a "data importer" in relation to the Plantronics Data and / or Customer Data that is disclosed to it (as the term "data importer" is defined in the Model Clauses); and
- b) **in relation to Plantronics Data**, each Data Exporter will be deemed to have entered into the Model Clauses (Controller to Controller in this instance) in its own name and on its own behalf as a "data exporter" in relation to the Plantronics Data that it discloses to a Data Importer (as the term "data exporter" is defined in the Model Clauses); and
- c) **in relation to Customer Data**, each Data Exporter will be deemed to have entered into the Model Clauses (Controller to Processor in this instance) in the name of, and on behalf of, each of the EEA-based Customers and / or on behalf of each of their affiliates whose Customer Data it discloses, and for the purposes of the Model Clauses each Customer (and/or its affiliates) will be a "data exporter" of its Customer Data and the Data Importer will be a "data importer" of that data (as the terms "data exporter" and "data importer" are defined in the Model Clauses); and

where and to the extent that the Model Clauses apply pursuant to this Clause 3, if there is any conflict between this Agreement and the Model Clauses, the Model Clauses will prevail.

3.2. Where Plantronics Data and / or Customer Data originating in a non-EEA territory (the "**Originating Territory**") are Processed in a territory which is different from the Originating Territory (the "**Importing Territory**"), then the Data Importer will Process such Plantronics Data and / or Customer Data to a standard consistent with the Applicable Privacy Law(s) of the Originating Country in which the relevant Data Exporter or Customer (as applicable) is established. In such instance, the Data Exporter shall inform the Data Importer about any such standards that may be required of it by the Applicable Privacy Law(s) and shall cooperate fully with the Data Importer to ensure that its Processing of the Plantronics Data and / or Customer Data is consistent with such standards.

3.3. In any event, if Applicable Privacy Law(s) conflict with the provisions of this Agreement, then to the extent of such conflict:

- a) where the standard of data protection required by Applicable Privacy Law(s) exceeds the standard required by this Agreement, the Data Importer shall Process the Plantronics Data and / or Customer Data to a standard consistent with Applicable Privacy Law(s); and
- b) where the standard of data protection required by this Agreement exceeds the standard required by Applicable Privacy Law(s), the Data Importer shall Process the Plantronics Data and / or Customer Data to a standard consistent with this Agreement.

#### 4. Security breach response

- 4.1. In the event of any accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, Plantronics Data and / or Customer Data ("**Security Breach**"), the Data Importer will:
- a) notify the Security Breach to the Data Exporter within 24 hours;
  - b) provide the Data Exporter with a description of the Security Breach, the type of data that was the subject of the Security Breach and the identity of each affected person as soon as such information can be collected or otherwise becomes available, as well as any other information that the Data Exporter may reasonably request relating to the Security Breach;
  - c) provide any assistance which is reasonably required by the Data Exporter to notify the Privacy Authority, the Customer and affected individuals (to the extent required by law) of the Security Breach no later than 72 hours after discovery by the Data Importer of any such Security Breach;
  - d) take action immediately to investigate the Security Breach and to identify, prevent and make reasonable efforts to mitigate the effects of the Security Breach in accordance with its security obligations under Clauses 2.1.4(f) and 2.2.4(i) and, with the Data Exporter's prior agreement (having taken into account, where appropriate, the instructions of the relevant Customer), to carry out any recovery or other action necessary to remedy the Security Breach; and
  - e) not release or publish any filing, communication, notice, press release, or report concerning any Security Breach in respect of Plantronics Data and / or Customer Data ("**Notices**") without the Data Exporter's prior approval (having taken into account, where appropriate, the instructions of the relevant Customer).

#### 5. Notifications

- 5.1. The Data Importer will notify the Data Exporter promptly if it has any reason to believe that the legislation applicable to the Data Importer is likely to have a substantial adverse effect on the warranties and obligations set out in this Agreement or otherwise prevents the Data Importer from fulfilling the instructions received from the Data Exporter under, or otherwise complying with its obligations under, this Agreement. In such event, the Data Exporter shall be entitled to suspend its transfers of Plantronics Data and / or Customer Data to the Data Importer and/or to terminate the relevant Processing Appendix without notice.
- 5.2. The Data Importer will inform the Data Exporter promptly, and in any event within one (1) business day, of any inquiry, communication, request or complaint received from (i) any Governmental, regulatory or supervisory authority, including but not limited to Privacy Authorities or the U.S. Federal Trade Commission; (ii) any data subject, relating to the Data Processing Activities, any Plantronics Data and / or Customer Data or any obligations under Applicable Privacy Law(s), or (iii) a Customer (a "**Data Query**"). In addition, in relation to any Data Query received by the Data Importer in relation to Plantronics Data and / or Customer Data, the Data Importer will furnish all reasonable assistance to the Data Exporter to enable the Data Exporter to respond to such Data Query and (where appropriate) to meet the Customer's instructions and/or applicable statutory or regulatory deadlines.
- 5.3. In the event that the Data Importer or any Sub-contractor is required by law, court order, warrant, subpoena, or other legal judicial process to disclose any Plantronics Data and / or Customer Data to any person other than the Data Exporter or the relevant Customer (a "**Disclosure Request**"), the Data Importer will notify the Data Exporter promptly, unless and to the extent prohibited by law.

In addition, in relation to any Disclosure Requests that concern Plantronics Data and / or Customer Data, the Data Importer will furnish all reasonable assistance to the Data Exporter to enable the Data Exporter to relay the information to the relevant Customer (unless and to the extent prohibited by law) to enable the Customer or the Data Exporter (as appropriate, taking into account the Customer's instructions) to respond or object to, or challenge any such Disclosure Requests.

## **6. Sub-contracting of Customer Data Processing**

6.1. The Data Importer may only sub-contract or outsource the Processing of Customer Data under this Agreement to any Sub-contractor if the Data Importer:

- a) has provided to the Data Exporter reasonable prior notice of the identity and location of the Sub-contractor and a description of the intended Processing to be sub-contracted or outsourced to the Sub-contractor to enable the Data Exporter to comply with its contractual obligations to Customers;
- b) having provided reasonable prior notice to the Data Exporter, has not received any reasonable objection to the sub-contracting or outsourcing of the Processing in writing by the Data Exporter or the relevant Customer; and
- c) has imposed on the Sub-contractor legally binding contract terms that protect the Customer Data to substantially the same standard as this Agreement including, if appropriate, the Model Clauses ("**Sub-contract**").

6.2. The Data Exporter may require the Data Importer by notice in writing to cease or suspend the sub-contracting or outsourcing of the Processing of Customer Data to the Sub-contractor if (i) it has received instructions from the Customer to cease or suspend such sub-contracting or outsourcing, or (ii) in the Data Exporter's reasonable opinion the Sub-contractor is unable to comply with the terms of the Sub-contract.

6.3. The Data Importer will remain liable to the Data Exporter for the fulfillment of the Sub-contractor's obligations under the Sub-contract and for any breach of this Agreement by the Data Importer caused by an act or omission of a Sub-contractor or any third party sub-contractors appointed by it.

6.4. The Data Importer will maintain a list of all Sub-contractors it appoints, including the sub-processing activities they fulfil, and will provide such list to the Data Exporter (or its Customers) upon request.

## **7. Commencement and termination**

7.1. This Agreement will commence on the Effective Date and will continue in full force and effect until the termination of the last of the Data Processing Activities to be performed pursuant to a Data Processing Appendix.

7.2. Notwithstanding Clause 7.1:

- a) the Parties may agree to terminate one or more Processing Appendices as and when a relevant part of the Data Processing Activities is to terminate, in which case such termination with respect to such Processing Appendices will take effect on the date agreed by the Parties in writing;
- b) any Party may terminate its rights and obligations under a Processing Appendix at any time by giving one (1) month's written notice to the other Parties. In the event of such termination, the Processing Appendix will continue in full force and effect between the remaining Parties, provided that a Processing Appendix will terminate automatically in its entirety if all Data



Exporters and/or all Data Importers have terminated their rights and obligations under that Processing Appendix;

- c) any Party may terminate its rights and obligations under this Agreement at any time by giving one (1) month's written notice to the other Parties. In the event of such termination, the Agreement will continue in full force and effect between the remaining Parties, provided that this Agreement will terminate automatically in its entirety if all Data Exporters and/or all Data Importers have terminated their rights and obligations under this Agreement; and
- d) in the event that any Party ceases to exist or to remain a Plantronics Company (the "**Departing Party**") it will notify the other Parties immediately upon becoming aware of the same. The rights and obligations of the Departing Party under this Agreement will automatically terminate upon the date that the Departing Party ceases to exist or to remain a Plantronics Company (the "**Departure Date**"). This Clause 7.2.4 will be without prejudice to any accrued obligations or liabilities of the Departing Party under this Agreement in relation to Plantronics Data and / or Customer Data transferred to or by that Party under this Agreement prior to the Departure Date.

7.3. Notwithstanding Clauses 7.1 and 7.2:

- a) where a Data Importer or a Data Exporter terminates its rights and obligations under a Processing Appendix or under this Agreement any further Processing of Plantronics Data disclosed prior to such termination will continue to be subject to the terms of this Agreement, which (for the avoidance of doubt) will survive such termination in relation to the Processing of Plantronics Data disclosed prior to such termination;
- b) where a Data Importer terminates its rights and obligations under a Processing Appendix or under this Agreement, it will, at the relevant Data Exporter's option (as instructed by its Customers), destroy or return the relevant Customer Data to the relevant Data Exporter or the relevant Customer, along with any medium or document containing the relevant Customer Data; and
- c) where a Data Exporter terminates its rights and obligations under a Processing Appendix or under this Agreement, any Data Importer that Processes Customer Data on behalf of that Data Exporter will, at the terminating Data Exporter's option (as instructed by its Customers), destroy or return to that Data Exporter or the relevant Customers all relevant Customer Data along with any medium or document containing the relevant Customer Data.

7.4. Notwithstanding Clauses 7.3.(b) and 7.3.(c), a Data Importer may retain a copy of the relevant Customer Data in hard copy or electronic form where and to the extent that it is required to do so under applicable law provided that it isolates such Customer Data from any further Processing that is not strictly required by applicable law.

**8. Additional Parties**

8.1. Each of the Parties authorises and appoints Plantronics, Inc. as its agent to execute the Deed of Accession on its behalf with any acceding Plantronics Company that wishes to become bound by, and a Party to, this Agreement after the Effective Date.

**9. Miscellaneous**

9.1. Clause and other headings in this Agreement are for convenience of reference only and will not constitute a part of or otherwise affect the meaning or interpretation of this Agreement.

- 9.2. Schedules to this Agreement and the Model Clauses (when they are incorporated into this Agreement by reference in accordance with Clause 3) will be deemed to be an integral part of this Agreement to the same extent as if they had been set forth verbatim herein.
- 9.3. This Agreement, including the Model Clauses (when they are incorporated into this Agreement by reference in accordance with Clause 3), the attached Schedules and any subsequent properly executed Processing Appendices agreed between the Parties, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the Parties.
- 9.4. The provisions of this Agreement are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability will affect only such phrase, clause or provision, and the rest of this Agreement will remain in full force and effect.
- 9.5. Any notice, letter or other communication contemplated by this Agreement will be communicated in writing via letter to the addresses set out in the relevant Schedule or by email to email addresses agreed between the Parties.
- 9.6. The provisions of this Agreement will enure to the benefit of and will be binding upon the Parties and their respective successors and assigns.
- 9.7. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 9.8. This Agreement will be governed by and construed in accordance with the laws of The Netherlands and will be subject to the exclusive jurisdiction of the courts of The Netherlands.

This Agreement has been signed on behalf of each of the Parties by a duly authorised signatory.

## Plantronics Data Exporters Execution

Signed by **Plantronics Limited**

Name (written out in full): Rob Frankfort

Position: Director

Address: Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire, SN48QQ, United Kingdom

Signature: 97034F807EB8421...

Date: 4/5/2017

Signed by: **Plantronics B.V.**

Name (written out in full): Rob Frankfort

Position: Director

Address: Scorpius 171, 2132 LR Hoofddorp, Netherlands

Signature: 97034F807EB8421...

Date: 4/5/2017

Signed by: **Plantronics Services GmbH**

Name (written out in full): Rob Frankfort

Position: Director

Address: KAP am Sudkai, Agrippinawerft 30, 50678 Cologne, Germany

Signature: 97034F807EB8421...

Date: 4/5/2017

Signed by: **Plantronics Polska sp. z o.o.**

Name (written out in full): Rob Frankfort

Position: Member Of The Management Board

Address: c/o Deloitte Advisory sp. z.o.o., ul. Aleja Jana Pawła II, nr 22, 00-854 Warszawa, Poland

Signature: 97034F807EB8421...

Date: 4/5/2017

**Plantronics Data Importers Execution**

Signed by **Plantronics, Inc.**

Name (written out in full): Pamela J. Strayer

Position: Senior Vice President and Chief Financial Officer

Address: 345 Encinal Street, Santa Cruz, California, 95060, U.S.A.

Signature: 5E430E47EE2A407...


Date: 4/8/2017

Signed by **Plamex, S.A. de C.V.**

Name (written out in full): Pamela Jean Strayer

Position: Director and Treasurer

Address: Boulevard Bellas Artes #20308, Col. Ciudad Industrial, Tijuana, Baja California 22444 MEXICO

Signature: 5E430E47EE2A407...

Date: 4/8/2017

### **Schedule 1 - Processing Appendices**

This Schedule 1 sets out the Processing Appendices concerning Plantronics Data and Customer Data agreed by the Parties pursuant to the Agreement.

The Parties may agree additional Processing Appendices from time to time in accordance with the terms of the Agreement. Such Processing Appendices will be in a format substantially the same as those of the Processing Appendices appended to this Schedule 1.

## **Processing Appendix 1 - Plantronics Data**

This Appendix, including any Data Annex to it (if any) describes the types of Plantronics Data disclosed by Data Exporters and the purposes for which that Plantronics Data may be Processed by the Data Importers. This Processing Appendix is subject to the terms of the Global Intra-Group Data Transfer Agreement with Effective Date of 4<sup>th</sup> April, 2017 entered into by the Parties. Capitalized terms not defined in this Processing Appendix will have the meaning attributed to them in the main body of the Agreement.

**Effective date:** 4<sup>th</sup> April, 2017

### **Data Exporters:**

The Data Exporters are the affiliated companies listed in Schedule 3 of the Agreement. Each Data Exporter is an independent Controller of the Personal Data relating to the data subjects described in this Processing Appendix 1.

The Data Exporters are Plantronics entities located inside the EEA which provide Software as a Service ("**SaaS**") applications / audio device products and services.

### **Data Importers:**

The Data Importers are the affiliated companies listed in Schedule 4 of the Agreement. Each Data Importer is an independent Controller of the Personal Data relating to the data subjects described in this Processing Appendix 1.

The Data Importers are Plantronics entities located outside of the EEA which provide SaaS applications / audio device products and services.

### **Data Processing Activities:**

Each Data Importer will process the Personal Data it receives from each Data Exporter for the following purposes:

*Employees* - the management of employment-related activities including but not limited to: employment records; payroll; recruitment; administrative and managerial tasks; time-tracking; compensation; equity-related awards; healthcare and other benefit administration; employee traveling, expense tracking and reimbursement; appointments or removals; disciplinary matters; ensuring compliance with Plantronics policies; working time management; determining and reviewing salaries; employee career development (including superannuation, employee evaluations); talent management; compliance with applicable legal and other requirements; management reporting and analysis; enabling internal contacts and communication; providing training and learning services; providing IT support to employees, management and maintenance of the functioning and security of the IT systems and network;

*Vendors* - the management and administration of vendor services including but not limited to: the management and administration of vendor accounts; the selection and vetting of vendors; information gathering regarding vendors; vendor relationship management; statistics and data analytics; and

*Customers* - the management and administration of customer/client services including but not limited to; the administration of orders and accounts; providing products and services, including online advertising solutions; product management; business development; marketing, advertising and public relations in connection with Plantronics' business activities, goods or services; customer relationship management including satisfaction surveys, customer claims and after sales service; and the conduct of Plantronics' business activities.

**Data subjects:**

The Personal Data transferred concern the following categories of data subjects:

*Employees* - Past, potential, present and future staff of the Data Exporter (including job candidates, volunteers, agents, independent contractors, interns, temporary and casual workers).

*Vendors* - Past, present and potential advisors, consultants, vendors, contractors, subcontractors and other professionals engaged by the Data Exporter and related staff.

*Customers* - Past, present and potential Customers / clients of the Data Exporter and end users of the Customers/clients of the Data Exporter.

*Products* – Past, present, and potential products that are owned or used by the Data Exporter's Customers and

**Categories of Plantronics Data:**

The Personal Data transferred concern the following categories:

*Employees*

- Identification data: civil/marital status, first and last name, photograph, date and place of birth, nationality, corporate identifier, gender.
- Contact details: address, telephone number (fixed and mobile), email address, fax number, emergency contact information.
- Employment details: job title, company name, grade, occupation code, geographic location, employee performance and evaluation data; employee discipline information; information regarding previous roles and employment, employee benefits information such as election decisions, leave requests, authorization/declination, health insurance company.
- National identifiers: national ID/passport number, tax ID; government identification number; driver's license, visa or immigration status.

- Academic and professional qualifications: degrees, titles, skills, language proficiency, training information, employment history, CV/résumé.
- Financial data: bank account number; IBAN number, bank details including bank name, bank code, sort code; salary and compensation data; bonuses; pension qualification information; payroll data; tax class; tax office name.
- IT related data: computer ID, user ID and password, domain name, IP address, log files, software and hardware inventory, software usage pattern tracking information (i.e., cookies and information recorded for operation and training purposes).
- Lifestyle: hobbies, social activities, holiday preferences.

#### *Vendors*

- Identification data: first and last name, date of birth, place of birth, nationality, photograph, vendor ID.
- Contact details: address; professional email address; professional telephone number (including mobile telephone number);
- Professional details: job title; employer, academic and professional qualifications, data related to transactions involving goods and services.
- National identifiers: tax ID, government identification number.
- Financial data: bank account number, bank details.
- Identification data: first and last name, date of birth, place of birth, nationality, photograph, client ID.

#### *Customers*

- Contact details: postal address, billing address, delivery address, phone number (fixed and mobile), email address, fax number and other personal details provided by customers of the Data Exporter and visitors to the Data Exporter's websites.
- Professional details: job title, affiliated organization, data relating to business projects.
- Financial data: bank account number, bank details, credit card details.
- Order data: purchasing history, return history, cancellation history.
- IT related data: IP addresses of visitors to the Data Exporter's websites, online navigation data, browser type, language preferences, pixel data, cookies data, web beacon data.



## **Product-Specific Information**

The Plantronics Software Privacy Policy contains specific information about the data our products collect and how we use that data. The Plantronics Software Privacy Policy is located here:

<http://www.plantronics.com/us/privacy/software/>

### **Sensitive data:**

Plantronics does not anticipate the collection of any sensitive data as a Controller from any individuals other than Plantronics employees in connection with valid employment purposes and with consent of the Data Subject as required.

Race and ethnicity may appear indirectly on photos and other information available on passports and national IDs, which are necessary to comply with local immigration laws and for employee travel management. However, race/ethnicity are not Processed purposefully in the EEA.

Trade union membership may be collected but only where permitted and for the purposes defined under Applicable Privacy Law(s).

The Parties will only export sensitive data where such export is not otherwise restricted by Applicable Privacy Law(s).

### **Recipients:**

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- Plantronics personnel with authorized access and on a need-to-know basis only;
- Plantronics group entities;
- Third party service providers appointed by and acting on behalf of Plantronics;
- Business associates and other professional advisers; and
- Any person (natural or legal) or organisation to whom the Data Importer may be required by applicable law or regulation to disclose Personal Data, including law enforcement authorities, central and local government.

## **Processing Appendix 2 – Customer Data**

This Appendix, including any Data Annex to it (if any), describes the Customers, the types of Customer Data, and the purposes for which that Customer Data may be Processed by the Data Importer. This Processing Appendix is subject to the terms of the Global Intra-Group Data Transfer Agreement with Effective Date of 4<sup>th</sup> April, 2017 entered into by the Parties. Capitalized terms not defined in this Processing Appendix will have the meaning attributed to them in the main body of the Agreement.

**Effective date:** 4<sup>th</sup> April, 2017

### **Data Exporters:**

The Data Exporters are the affiliated companies listed in Schedule 3 of the Agreement. Each Data Exporter is acting as a Processor of the Personal Data on behalf of its Customers as Controllers of the Personal Data.

The Data Exporters are Plantronics entities located inside the EEA which provide Software as a Service ("**SaaS**") applications / audio device products and services.

### **Data Importers:**

The Data Importers are the affiliated companies listed in Schedule 4 of the Agreement. Each Data Importer is acting as a sub-Processor of the Personal Data on behalf of the Data Exporter as Processor.

The Data Importers are Plantronics entities located outside of the EEA which provide SaaS applications / audio device products and services.

### **Data Processing Activities:**

The Personal Data are transferred from the Data Exporter to the Data Importer for the following Data Processing Activities:

- the management and administration of Customer/client services;
- the administration of orders and accounts;
- providing products and services, including online advertising solutions; product management; business development; and
- the conduct of the Data Exporter's business activities.

### **Data subjects:**

The Personal Data transferred concern past, present and prospective Customers/clients of the Data Exporter and end users of the Customers/clients of the Data Exporter.

### **Categories of data:**

The categories of data transferred may include the following:

- Identification data: first and last name.
- Contact details: email address and other personal details provided by Customers and their end users to the Data Exporter.
- Financial data: bank account number, bank details, credit card details.
- Order data: purchasing history, return history, cancellation history.
- IT related data: unique device identifiers like headset IDs and IP addresses.

**Sensitive data:**

Sensitive data is not intentionally processed or transferred.

**Recipients:**

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- Plantronics personnel with authorized access and on a need-to-know basis only;
- Plantronics group entities;
- Third party service providers appointed by and acting on behalf of Plantronics;
- Business associates and other professional advisers; and
- Any person (natural or legal) or organisation to whom the Data Importer may be required by applicable law or regulation to disclose Personal Data, including law enforcement authorities, central and local government.

## Schedule 2 – Plantronics Security Measures

This Appendix forms part of the Clauses and must be completed and signed by the parties

### **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

The data importer will implement the technical and organisational security measures described below in respect of personal data it processes on behalf of the data exporter pursuant to these Clauses:

- **Information security policy:** The data importer will implement a written information security policy that specifies the security standards it will apply to protect the personal data it processes in accordance with these Clauses. The information security policy will mandate the use of appropriate technical and organisational security measures throughout the data importer's organisation to protect personal data against unauthorised and unlawful processing and against accidental loss, damage or destruction. It will further describe the measures to be taken, and individuals to be notified, in the event of an actual or suspected data or security breach. The data importer will provide a copy of its information security policy to the data exporter upon request.
- **Information security officer:** The data importer will appoint a duly skilled, qualified and experienced employee with responsibility for ensuring the security of personal data processed by the data importer throughout its organisation and for reviewing, maintaining and updating the data importer's information security policy in accordance with best industry practice.
- **Physical security:** Access to data processing facilities will be restricted to duly authorised employees and contractors who have been issued with security badges.
- **Firewall and anti-virus:** The data importer will implement appropriate firewall, anti-virus, anti-spyware and other anti-malware software and technologies on all networks and systems it uses to process personal data. The data importer will update its firewall, anti-virus, anti-spyware and other anti-malware software and technologies on a regular basis to ensure that they protect against then-current virus, spyware and other malware threats.
- **Encryption:** All personal data processed by the data importer on behalf of the data exporter shall be transmitted in encrypted format only, including personal data processed by the data importer on portable media or portable devices.
- **Access controls:** The data importer will implement technical access controls that restrict access to personal data it processes to duly authorised employees and contractors only. The data importer will further maintain a log of all access to personal data on its systems by any individual. Duly authorised employees and contractors will be permitted to access personal data only to the extent necessary for the performance of their duties. The data importer will identify and appoint a system administrator with overall responsibility for granting, changing or voiding data access privileges to its data processing systems.

- **Username / passwords:** Access to personal data will be controlled through access privileges (described above), usernames and confidential passwords. No two employees or contractors may share or use the same username. Employees and contractors will be required to change their passwords on a regular basis. All employee passwords will be stored in encrypted format, and must be at least eight characters long consisting of one uppercase letter, one lowercase letter, one numeral and one symbol.
- **Data separation:** The data importer will ensure that personal data it processes on behalf of the data exporter is kept logically and/or physically separate from all other data processed by the data importer.
- **Disaster recovery / business continuity:** The data importer will implement appropriate disaster recovery and business continuity plans that will ensure the availability, security, integrity and (where necessary) restoration of the personal data on the occurrence of a force majeure or similar business interruption event. The data importer will provide a copy of its disaster recovery and business continuity plans to the data exporter upon request.
- **Audit:** The data importer will audit its compliance with these Clauses and its information security policy on a regular basis and at least once per annum. Any remedial measures identified as necessary following an audit will be fully and promptly implemented.

**Schedule 3 - Plantronics Data Exporters**

<b>Plantronics Company</b>	<b>Country of establishment</b>	<b>Address</b>	<b>Applicable Privacy Law(s)</b>
<b>Plantronics Limited</b>	<b>England and Wales</b>	Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire, SN48QQ, United Kingdom	England and Wales
<b>Plantronics B.V.</b>	<b>The Netherlands</b>	South Point Building C, Scorpius 140, 2132 LR Hoofddorp, Netherlands	The Netherlands
<b>Plantronics Services GmbH</b>	<b>Germany</b>	KAP am Sudkai, Agrippinawerft 30, 50678 Cologne, Germany	Germany
<b>Plantronics Polska sp. z o.o.</b>	<b>Poland</b>	c/o Deloitte Advisory sp. z.o.o., ul. Aleja Jana Pawła II, nr 22, 00-854 Warszawa, Poland	Poland

**Schedule 4 – Plantronics Data Importers**

<b>Plantronics Company</b>	<b>Country of establishment</b>	<b>Address</b>	<b>Applicable Privacy Law(s)</b>
<b>Plantronics, Inc.</b>	<b>U.S.A.</b>	345 Encinal Street, Santa Cruz, California, 95060, U.S.A.	US
<b>Plamex, S.A. de C.V.</b>	<b>Mexico</b>	Boulevard Bellas Artes #20308, Col. Ciudad Industrial, Tijuana, Baja California 22444 Mexico	Mexico