



## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions shall govern your rights and obligations as a participant in the HP Device Recovery Services ("Services") provided by TES-AMM Singapore Pte Ltd (or local affiliates) (TES). By clicking through and accepting this document, you expressly agree to the terms and conditions set forth below for the HP Device Recovery Service (the "Agreement").

1. **Definitions.** Capitalized terms have the following meanings in the Agreement.
  - 1.1. "Applicable Laws" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits and legally binding requirements of all federal, country, international, state and local governmental authorities applicable to either party's performance under this Agreement in the country where Services are performed.
  - 1.2. "Devices" means any new, used, defective and/or scrap computer, IT, electronic or similar equipment, components, sub-assemblies and/or parts provided by Customer to TES under the Agreement including, but not limited to, PC's, sub-assemblies and/or parts from PC's, external or peripheral PC devices (e.g. hard drives, keyboards, video cards, memory), and any other surplus equipment provided by Customer to TES in the manner described in the Agreement.
  - 1.3. "You" or "Customer" means a, corporation, partnership, limited liability company, firm, association, joint venture, trust, unincorporated organization, government, governmental body, agency, political subdivision or other entity to which Services are being provided by HP.
  - 1.4. "Services" means the Device recovery and disposal, collection, packing, auditing, testing, reporting, sorting, reconditioning, refurbishing and remarketing, or recycling, services regarding Devices provided by TES hereunder. The Services are not intended for any Devices that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new Devices or otherwise associated with normal office or household environments. TES must be contacted prior to shipping any Devices if Customer is unsure about the status of its Devices. TES does not offer decontamination services. Any such Devices received by TES will be returned at the Customer expense.
  - 1.5. "Third Party Claim" is defined in Section 9.3.1.
  - 1.6. "Mixed Product" is defined as any item without a serial number which includes but is not limited to mice, keyboards, cables, or docking stations.
  - 1.7. "Quote" is defined as any offer to provide service/s by HP
  - 1.8. "HP" refers to HP Inc.
2. **Services Provided by TES.** TES will perform the Services as set forth in Exhibit A.
3. **Title.** Title passes from the Customer to TES upon signed acknowledgement of receipt at point of collection or at receipt at TES refurbishment facilities.
4. **Customer Representations and Warranties.** Customer represents and warrants to TES that Customer: (a) is a commercial Customer as defined in section 1.3; (b) is authorized to enter into this Agreement and to take such actions with respect to the Devices; (c) hold title to the Devices, or is acting on behalf of the title-holder, free from all liens and any other encumbrances and has the right and ability to transfer such Devices as contemplated herein; (c) is not bound by any software license agreement or other form of agreement that prohibits Customer (i) from delivering the Devices to TES (ii) from having TES erase the hard drives or other internal storage media of such Devices.
5. **TES's Representations and Warranties.** TES hereby represents and warrants to Customer that TES has the authority to enter into this Agreement to undertake the obligations contemplated hereunder.

6. Risk of Loss. After collection or delivery of the Devices by/to TES, TES will assume the risk of loss or damage to such Devices. TES shall hold Customer harmless and indemnify Customer against any loss or damage of any kind, growing out of or in any way connected with the storage, handling or presence on TES's premises of the Devices where such loss, damage or injury is caused solely by the negligence of TES, its agents, employees or representatives. Notwithstanding any of the foregoing or anything herein to the contrary, TES shall have no liability for any loss or damage resulting from any act or omission of Customer, its agents, employees or representatives.
7. Compliance with Laws. TES and Customer will each comply with all applicable laws and regulations of governmental authorities with respect to the transportation, storage, handling and safeguarding the Devices. Each party will hold the other harmless and indemnify the other against any loss, damage, fines or penalties arising out of that party's failure to so comply.
8. Waste Classification: Customer is solely responsible for determining whether each Device is a waste in accordance with applicable Laws concerning wastes and/or used electronic devices in the jurisdiction in which the Device is located. If the Device is a waste, TES shall not accept such Device and such Device shall not be eligible for the Service.
9. Prices and Taxes. Prices are set forth in the Quote. Prices are exclusive of taxes, duties, and fees (including shipping and handling, if logistics are requested) unless otherwise stated.
10. Indemnifications.
  - a. TES will indemnify, defend and hold Customer and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of or caused in whole or in part by:
    - i. performance of (failure to perform) Services by TES;
    - ii. any failure by TES to perform its obligations under the Agreement; and,
  - b. Customer. Customer will indemnify, defend and hold TES and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of any and all claims relating to any failure by Customer to perform its obligations under the Agreement.
  - c. Intellectual Property Rights Infringement. TES will defend and/or settle any claims against Customer that allege that the service as supplied under this Agreement infringes the intellectual property rights of a third party. TES will rely on Customer's prompt notification of the claim and cooperation with TES's defense. TES may modify the product or service so as to be non-infringing and materially equivalent, or TES may procure a license. If these options are not available, TES will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. TES are not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Supporting Material except that HP and TES are not responsible for claims resulting from deliverables content or design provided by Customer
11. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Customer and TES.
12. TES's Commitments. TES will:
  - a. Obtain and maintain with reputable insurance companies the following minimum insurance coverages: (i) Commercial General Liability insurance with limits for bodily injury and property damage liability of not less than \$1,000,000 personal injury each occurrence, \$2,000,000 general aggregate; and (ii) Professional

Indemnity insurance with a limit of not less than \$1,000,000; and (iii) Pollution Liability with a limit of not less than \$5,000,000.

- b. If providing device recovery and/or recycling services, (i) use commercially reasonable efforts to resell and/or recycle all Devices and any elements, chemicals and/or compounds (in particular, hazardous substances); (ii) maintain a comprehensive environmental management system, (iii) ensure that it and its subcontractors meet all Applicable Laws.

13. Conflicting Terms. To the extent that any provision of these General Terms and Conditions conflicts with any provision of the Service Request Form and or Statement of Work, the provisions in the General Terms and Conditions shall control.
14. Default; Remedies. In the event a party hereto materially defaults in the performance of any of its duties or obligations, which default shall not be substantially cured within thirty (30) calendar days after written notice is given to the defaulting party specifying the default, the party not in default may terminate this Agreement for cause. Notwithstanding the foregoing, with respect to any such Devices default that cannot be reasonably cured within thirty (30) calendar days, if the defaulting party in good faith promptly proceeds to commence curing said default and thereafter proceeds with all diligence substantially to cure the same, the defaulting party shall have up to another thirty (30) calendar days (for a total of sixty (60) calendar days) to substantially cure such default. If such Devices default is not substantially cured prior to the end of the second thirty (30) calendar days, the party not in default may, by giving notice thereof, terminate this Agreement for cause.
15. Term and Termination. Any party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If any party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party/ies may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns..
16. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
17. Force Majeure. Each Party shall be excused from performance for any period to the extent that it is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence, including without limitation, acts of God, natural disaster, war, civil disturbance, court order or labor dispute.
18. **WAIVER OF JURY TRIALS, PUNITIVE DAMAGES AND CLASS ACTIONS. TES AND CUSTOMER HAVE WAIVED CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT. HOWEVER, EVEN FOR THOSE CLAIMS THAT MAY BE TAKEN TO COURT UNDER THE TERMS OF THIS AGREEMENT, TES AND CUSTOMER HEARBY WAIVE, TO THE FULLEST EXTENT ALLOWED BY THE LAW, ANY TRIAL BY JURY, ANY PUNITIVE DAMAGES, AND ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS BASIS OR IN A REPRESENTATIVE CAPACITY.**
19. Notices. All notices, authorizations, consents and approvals provided for in this Agreement shall be in writing and shall be deemed given: (a) on the date delivered personally or by messenger, (b) on the date received by telex, telecopy or other electronic facsimile device, (c) on the date delivered by any commercially reasonable overnight

courier service providing a receipt of delivery, or (d) four (4) business days after the date mailed by registered or certified mail.

20. Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party hereto. Any attempted assignment without such prior written consent shall be void.
21. No Implied Waiver. The failure of any party to insist on any one or more occasions upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement.
22. Survivability. The provisions of this Agreement which by their sense and context are meant to survive expiration of this Agreement shall so survive including, but not limited to the indemnity, works for hire and confidentiality provisions herein.
23. Partial Invalidity. If any provision of this Agreement is held to be invalid by any court or by any agency ruling, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and all provisions hereof found to be invalid shall be severable from the other provisions hereof without qualification.
24. Governing Law. The Agreement will be governed by the laws ("Laws") of the country where TES operates from in the provision of Services, and the courts of that locale will have jurisdiction. Customer and TES agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of California.
25. Limitation of Liability DISCLAIMER OF IMPLIED WARRANTIES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR AFFILIATES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND. TES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE PARTIES AGREE THAT THE LIABILITY OF ONE TO THE OTHER FOR DAMAGES HEREUNDER, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT OF US\$100,000.00.
26. Exhibits. The following Exhibits (and any documents or data referenced therein) are expressly incorporated into and are made an integral part of this Agreement:
  - a. *Exhibit A* – Data processing agreement
  - b. *Exhibit B* – HP Device Recovery Service
27. Entire Agreement. This Agreement all exhibits here, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

## Exhibit A: Data Processing Agreement

TES (“Supplier”) and the client or customer (“Customer”) entered into an agreement for the provision of services by the Supplier to Customer. The parties to the Agreement agree to meet the requirements under the EU General Data Protection Regulation, on the terms set out in this Addendum.

### 1) General

(a) In this Addendum:

- (i) The definitions and rules of interpretation set out in the Original Agreement shall apply, except as to where they are inconsistent with or replaced by the amendments set out in this Addendum
- (ii) the following definitions shall apply to this Addendum:

**Customer Group Company** means Customer and any entity that owns or controls, is owned or controlled by or is or under common control or ownership with the Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**Contracted Processor means Supplier or a Sub-processor;**

**Data Protection Legislation:** means all applicable data protection and privacy legislation, laws and regulations in force from time to time, in any Member State of the European Union (including without limit GDPR) as amended, updated or succeeded from time to time;

**Data Controller, Data Processor, Personal Data Breach, Data Subject and Personal Data** have the meanings as defined in the Data Protection Legislation;

**Customer Personal Data** shall mean Personal Data that is received or collected by the Supplier or Contracted Processor from or at the direction of the Customer or Customer Group Company and is processed by the Supplier or Contracted Processor on behalf of the Customer pursuant to the Updated Agreement;

**EEA** means the European Economic Area;

**Effective Date: means** the date the Agreement came into force;

**GDPR** the General Data Protection Regulation ((EU) 2016/679);

**International Organisation** shall have the meanings as defined in the Data Protection Legislation;

**Sub-processor** means any person (including any third party and any Supplier Group Company, but excluding an employee of the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier or any Supplier Group Company to process Customer Personal Data on behalf of the Customer or any Customer Group Company in connection with the Updated Agreement;

**Supplier Group Company** means Supplier and any entity that owns or controls, is owned or controlled by or is or under common control or ownership with Supplier, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and

policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**Party** shall mean either the Supplier or the Customer.

**Supplier Personnel** means all staff, contractors, employees, agents, subcontractors and sub-processors of the Service Supplier.

- (b) Each Annex forms part of this Addendum and shall have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes any Annex.
- (c) This Addendum shall be governed by the laws of the country or territory stipulated in the Original Agreement and the parties submit to the jurisdiction stipulated in the Original Agreement.

## 2) Data Protection Changes

- (a) The Parties agree that the Original Agreement is amended to incorporate the revised defined terms and additional clauses of this Addendum with effect from the Effective Date. This Addendum shall have effect from the Effective Date.
- (b) In the event of any conflict between any term of the Original Agreement and this Addendum, the latter shall take priority.
- (c) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor in respect of Customer Personal Data. The Annex to this Agreement sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Customer Personal Data and categories of Data Subject.
- (d) The Customer shall ensure that it has all necessary appropriate consents and notices in place and is in compliance with Data Protection Legislation to enable lawful transfer of the Personal Data to the Supplier and continued processing by the Supplier for the duration and purposes of the Updated Agreement. The Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Supplier.
- (e) Details of the Customer Personal Data being processed by the Supplier in the provision services under the Agreement are set out in the Annex to this Agreement.

## 3) Supplier GDPR obligations

- (a) The Supplier shall in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:
  - (i) Process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer.
  - (ii) ensure that it has in place appropriate technical and organisational measures to protect against

unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) ensure that all Supplier Personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and

(iv) not transfer any Customer Personal Data outside of the European Economic Area or to an International Organisation unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (or the country or territory or international organisation (as applicable) to which the Personal Data is transferred is the subject of a positive decision of adequacy, that is, the European Commission has determined that it ensures an adequate level of protection);

(b) the data subject has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and

(d) the Supplier complies with documented instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data;

(v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify the Customer without undue delay on becoming aware of a Personal Data breach relating to Customer Personal Data;

(vii) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Laws to store the Personal Data; and

(viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and allow for audits by the Customer or the Customer's designated auditor.

(b) The Supplier may appoint third party sub-processors as a Sub-processor of Customer Personal Data pursuant to the Contract provided that the Supplier has entered into an agreement with the relevant Sub-processor imposing the same data protection obligations on the Sub-processor as set out in this clause 3 and this Addendum and as required by Data Protection Legislation.

- (c) The Supplier may appoint other Supplier Group Companies as a Sub-processor of Customer Personal Data in order to provide services under the Updated Agreement. The Supplier agrees that it has entered or (as the case may be) will enter into a written agreement with such Sub-processor imposing the same data protection obligations on the Sub-processor as set out in this clause 3 and this Addendum (and as required by Data Protection Legislation) prior to any transfer of any Customer Personal Data to any such Supplier Group Company.
- (d) As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to this clause 3

## ANNEX A

### DATA PROCESSING

- 1 **Subject matter of Processing** - The Customer Personal Data to be processed by the Supplier pursuant to the Updated Agreement concerns the services as set out in the Updated Agreement.
- 2 **Duration of the Processing** - The Customer Personal Data to be processed under the Agreement shall be processed for the duration of the Updated Agreement.
- 3 **Nature and purposes of the Processing** - The Customer Personal Data to be processed under the Agreement shall be processed for the following nature and purpose: for any related reasons under the direction of the Customer as relevant to provide the services supplied under the Updated Agreement.
- 4 **Type of Personal Data** - The Personal Data to be Processed by the Service Supplier pursuant to the Agreement concerns the following type of Personal Data:
  - Full names
  - Addresses
  - Email Addresses
  - Phone numbers
  - Bank Details
- 5 **Categories of Data Subjects** - The Personal Data to be Processed under this Updated Agreement concern the following categories of Data Subjects: Customer group company employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)



## Exhibit B: HP Device Recovery Services

- 1. Quote:** The non-binding quote provided to you is valid for 30 calendar days based on the information you provide about your Device ("Quote"). This Quote is conditional and will be confirmed unless what is received by TES does not correspond to the information given (i.e. missing components of the device). You will be provided the final amount after the audit and data sanitization process. Acceptance of this Quote means that you will either ship or agree to get picked up your Device so that it arrives within 15 workdays of accepting the Quote.
- 2. Deactivation and Personal Data:** You agree to deactivate all services to your Device and remove all codes (including without limitation removing user locks, passwords, and/or turn off/deactivating the "Find My Device" feature) that may prevent TES from having the ability to refurbish, recycle or resell the Device. In addition, you acknowledge that it is your sole responsibility to remove all personal data (e.g., files, photos, videos, music, etc.) from the Device. You agree that HP and TES are not responsible for the loss or destruction of the hardware, software, files, or media containing any personal data left on or in the Device. All devices will be erased of Customer data during the data sanitization process. You understand and agree that you will not be able to recover any data or files stored within the Device.
- 3. Prompt Self-Shipment:** If you choose to self-ship your Device, you agree to ship the Device to the address provided so that it arrives within 15 workdays of accepting the Quote. If the Device is not received within 15 workdays of the date on which the Quote was provided to you, then HP and TES have the right to revise or withdraw the Quote for the Device.
- 4. Self-Shipping:** You will be provided shipping instructions for all accepted Quotes, if self-shipment is chosen. When packaging your Device, be sure to include all Devices you told us about when we calculated your Quote. Failure to include any items you told us about when the Quote was calculated or sending us a Device which does not match your original description, will impact the final value of your Device which will result in a recalculation of your quote. HP and TES are not liable for Devices that are lost during transportation.
- 5. Compliance with Shipment of Batteries:** Customer is solely responsible for packaging, labeling, marking, documenting, and otherwise complying with all Laws concerning transportation. Customer is responsible for complying with all instructions provided for packaging and shipping lithium batteries as set forth in Exhibit B, including any labeling requirements. In addition, Customer shall package and ship each Device in a manner that protects it from damage during transportation, including appropriate insulation to prevent movement during transportation. Failure to do so may result in damage to devices and a recalculated Quote. You should consult with your transportation provider for specific advice on appropriate Lithium battery packaging and acceptable modes of transportation.
- 6. Logistics Fees:** Logistics fees are calculated by country and by pickup site/location and included in the HP Device Recovery Service Quote. TES or its representatives will make an appointment for collection within 2 business days of the request. Pickup shall happen within 5 business days from when TES makes contact or unless otherwise agreed. Customers Equipment needs to be in a secure area on the ground floor close to the loading dock and have pallet access. Customer site needs to provide enough access, time and space for onsite asset tracking and packing. Packaging is provided by HP or its authorized refurbishment provider. Building and parking restrictions are to be advised by the Customer when booking the collection. Access limitations for large delivery vehicles at site must be declared at time of Quote as any issues may incur additional costs. Logistics fees assume a 2-man crew for loose equipment collections. Collections are assumed to be of loose equipment and are to be made ready prior to agreed collection date/time. Additional charges may be applied totaling the actual amounting to up to 100% of the total cost of logistics. All quoted fees above assume standard vehicle requirements in line with local regulations with no allowance for special requirements. Only equipment that is quoted will be collected. Accessories and peripherals such as mice, keyboards and power chargers which are part of the collected device are included in collection. Pallet count only will be carried out for pre-palletized

collections and redeployment deliveries. HP and TES are not liable for discrepancies or condition of any pre-palletized equipment. Customer is to sign detailed collection job order prior to removal of assets/pallets. All Customer sites must comply with standard local health & safety requirements. Unless otherwise indicated, costs apply for collections within 50km of city centre. Logistics fees exclude islands, remote areas and offshore territories unless otherwise stated. All work is to be carried out during normal business hours. Specific timed collections or out of hours weekdays/weekends will require a custom Quote.

- 7. Audit and Data Sanitization:** All devices will be audited upon receipt by TES. There may be instances when the original Quote for the Device may be recalculated. If the Device is as described, with all Devices described, and arrives at TES in a timely manner fifteen (15) business days of you accepting the Quote), the original Quote will be honored , else your Quote will be adjusted.

Audit and Data Sanitization may also include recycling of non-working parts. Any Device that is materially damaged or non-functional may be recycled by TES and recycling provider according to HP recycling standards. Please be reminded about your obligations to appropriately classify waste in section 8 of General Terms and Conditions

TES will erase the data according to NIST SP800-88r1 so that all information and data is completely unrecoverable or will destroy any data making it impossible to recover any information or data from the Media. Data that fail NIST SP800-88r1 will still incur an audit and Data Sanitization fee. Media that has not been successfully data wiped will be degaussed and/or physically destroyed and recycled.

- 8. Reporting:** Once audit and Data sanitization has occurred HP may issue an Audit and Financial report, a Certificate of Data sanitization and a Sustainability report to you (“Sustainability Benefit Report”). Reports will be sent by email and stored in our HP Device Recovery Portal.

- The Audit and Financial Report will include all the assets received, including their configuration details, their condition, the original Quote, the devaluation, the final price, the data sanitization fee as well as the logistic fee. This report also includes the invoicing instructions to receive payment.
- The Certificate of Data Sanitization provides you with the official certification of Data Sanitization following the NIST (National Institute of Standards and Technology) recommendations.
- The Sustainability Benefit Report provides you with your contribution to the avoidance of Green House Gas (GHG) emissions. Results are expressed in Carbon Dioxide equivalent.

- 9. Payment:** Within the Audit and Financial report, you will receive the invoice instructions. You will have to send the invoice to TES in your country as indicated in the invoice instructions. You will be paid within thirty (30) business days from the receipt of your invoice.

- 10. Transfer of Ownership:** Title passes from the Customer to TES upon collection or at receipt at TES refurbishment facilities. Upon receipt of the Device by TES, you hereby agree to transfer all rights to and title in the Device to TES.

- 11. Refurbishment:** TES will refurbish / resell your devices according to HP’s product reuse standards.

- 12. Cancellation:** Cancellation of HP Device Recovery service is subject to a 2 working day notice period. Service cannot be cancelled, or devices returned once they are picked up or arrived at our refurbishment facility.

## **Exhibit C: HP Device Recovery Services Logistic Self-Ship Guidelines**

### **Customer responsibilities:**

The Customer is responsible for equipment de-installation. All BIOS passwords must be disabled. All equipment when returned must be complete with cables and peripherals. HP reserves the right to invoice for incomplete and/or missing equipment.

Equipment must be packed and palletized correctly as per HP packing instructions. Where possible please segregate pallets by product type.

**In case assets that are containing lithium-ion batteries, e.g. laptops, are to be shipped using a parcel solution provider it is the duty of the Customer to make sure, that devices are packed according to the the United Nations Recommendations on the Transport of Dangerous Goods, Model Regulations, the International Maritime Dangerous Goods Code (of the International Maritime Organization), the Technical Instructions for the Safe Transport of Dangerous Goods by Air (of the International Civil Aviation Organization), the Regulations concerning the International Carriage of Dangerous Goods by Rail (of the Intergovernmental Organisation for International Carriage by Rail) and The European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) regulation for transport of batteries. HP recommends the Customer to request the proper packaging instructions as well as limitations of battery quantities and weight from the selected service provider. The Customer is fully liable for any loss or damages incurred during transport resulting from incorrect packaging.**

Each pallet and/or box must be labelled clearly with an individual pallet label. Please ensure that each pallet label is correctly completed, listing product type, quantity and HP Reference number. Please note that pallets shipped without the correct HP reference number will not be accepted by the local warehouse.

### **What is Considered "Normal Wear and Tear"**

At HP, we recognize that your used equipment may have a few minor scratches and nicks, or what we consider normal wear and tear. If you have indicated that your equipment is complete and in good condition it must be complete and in good working order when you return it to avoid equipment devaluation. We suggest that any defects or damages covered under the manufacturer's warranty or maintenance agreement (as applicable) is claimed before returning your devices.

The devaluation for devices that have been returned incomplete or with significant cosmetic damages is 35%. Devices that are tested to be non-functioning will be devalued by 95% off the value of a complete device of the same make/model and specification. Please be reminded about your obligations to appropriately classify waste in section 8 of General Terms and Conditions.

Examples of what is considered normal wear and tear:

- Light/minor scratches on monitor screen
- Faded lettering on keyboard
- Minor scratches on cover or base
- Worn logo
- Removable stickers or labels

Examples of what is considered as non-functioning / not considered as normal wear and tear:

- Cracked or severely scratched monitor screen, no picture
- Device will not power on
- Faulty motherboard
- Stick mouse burn on LCD

## **Packing guidelines**

These guidelines have been designed to ensure that the equipment is recovered in a safe manner while protecting them from transport damage. If additional steps are required to achieve this then the Customer or its appointed agent should implement those on an as-required basis.

### **(A) Notation of damaged assets BEFORE packaging**

Notate damages on the delivery note in case:

- The damage is visible
- Assets are cracked / chipped or have significant dents
- Pieces are missing bent or broken

In addition to the notation on the delivery note a flag or mark can be attached to the actual asset or a picture of the asset can be taken.



Pictures 1 & 2: Examples of visible damages

### **(B) Shipment of assets on a pallet**

#### **(a) General requirements**

- Always shrink wrap/foil every pallet, no matter how big or small
- Use enough shrink wrap to both ensure stability and provide protection
- Pallet jack / truck
- Provide a clear ID ref # on the cargo:
  - Customer Name
  - Customer Location
  - Pickup Date

- Indicate total pallet count and positioning (i.e. 1of3, 2of3, 3of3)

### **(b) Important requirements**

- Pallets should not be stacked inside the vehicle
- Equipment should not overhang the pallets
- Unless otherwise quoted, equipment that is not part of the service should not be delivered

### **(c) Packaging requirements**

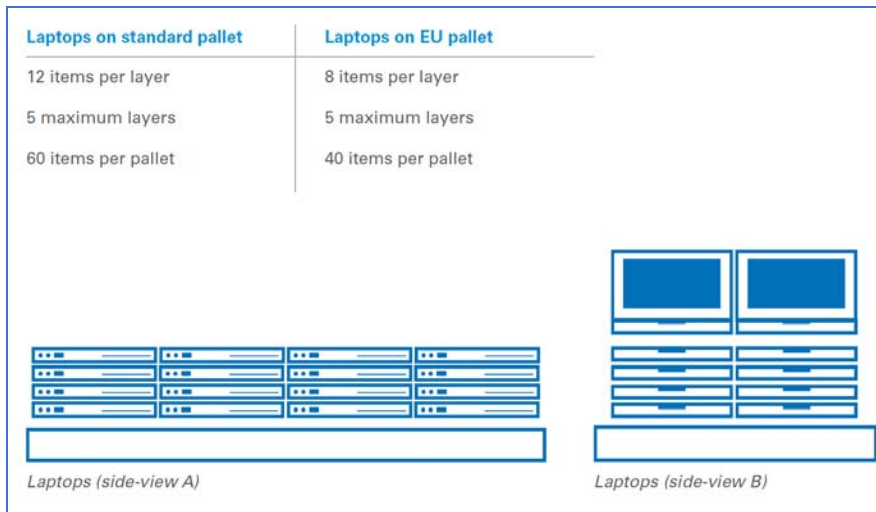
- Sturdy, well maintained pallets
- Cardboard to be used
- Bubble wrap where possible
- Shrink wrap/foil every pallet
- Usage of Packing tape
- Corner Boards (where applicable for added protection)

### **(1) Laptops / Notebooks**

- Place a layer of cardboard on the pallet before stacking
- Place 10-12 notebooks on the cardboard as a first layer
- Put a layer of cardboard, bubble wrap, or shrink wrap/foil over the first set of notebooks before stacking the next layer
- Continue packing the notebooks, with protection between each layer, until a maximum of 60 units have been packed
- Use clear shrink wrap/foil to seal the pallet ensuring that the top of the pallet is also wrapped
- Package all related accessories on top of the pallet in a separate box.
- Fill out a pallet label form with HP Ref # and attach it to the side of the pallet ensuring that it is clearly visible
- Indicate pallet positioning if necessary (1of3, 2of3, 3of3)



Pictures 3 & 4: Laptops with protection layers and accessories in boxes / pallet sealed with clear shrink wrap / foil



## (2) Base units, e.g. Desktop PCs, Servers, Routers & Switches

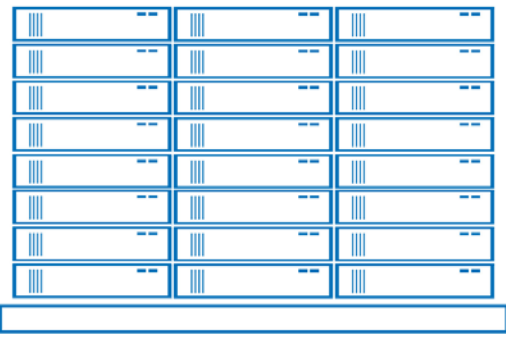
- Place a layer of cardboard on the pallet before stacking
- Place assets on the cardboard as a first layer depending on size.
- Please ensure that all serial numbers are facing outwards and are visible if possible.
- Put a layer of cardboard, bubble wrap, or shrink wrap/foil over each layer before stacking the next if possible
- At the very least this should be done every 3 layers
- Place more assets on the pallet, serial numbers outwards, as before
- Continue stacking the asset until a maximum number have been packed.
- Use clear shrink wrap/foil to seal the pallet ensuring that the top of the pallet is also wrapped
- Package all related accessories on top of the pallet in a separate box.
- Fill out a pallet label form with HP Ref # and attach it to the side of the pallet ensuring that it is clearly visible
- Indicate pallet positioning if necessary (1of3, 2of3, 3of3)



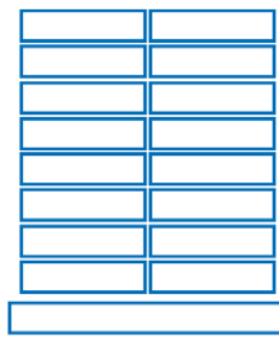
Pictures 5 & 6: Desktop PCs with protection layers / pallet sealed with clear shrink wrap / foil

Desktop PC	SFF (small form factor) PC	Switches / OT	Server
6 items per layer	8 items per layer	30 to 60 to a standard pallet depending on the size	2 items per layer
8 maximum layers	10 maximum layers		10 maximum layers
48 items per pallet	80 items per pallet		20 items per pallet

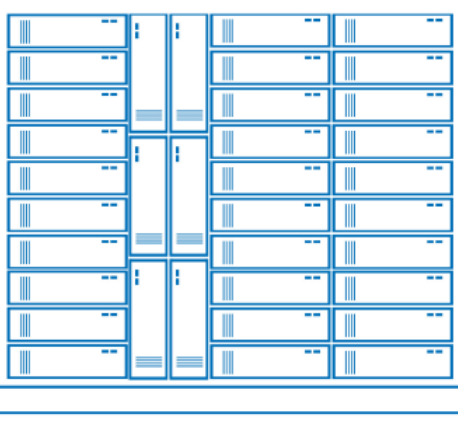
  



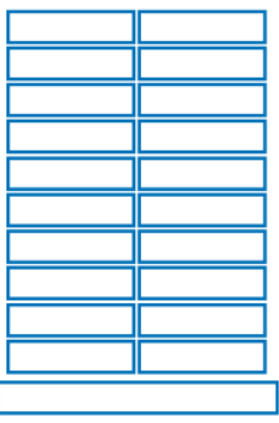
*Desktop PC (side-view A)*



*Desktop PC (side-view B)*

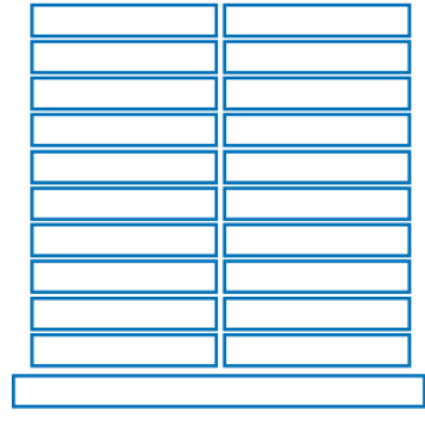


*SFF (small form factor) PC (side-view A)*



*SFF (small form factor) PC (side-view B)*



*Server (side-view A)*

**(3) Flat screen monitors**

- Place a layer of cardboard on a pallet before stacking

- Carefully place monitors on a pallet in the most secure way possible with the use of cardboard, bubble wrap, or shrink wrap/foil where necessary in order to provide protection for each screen
- Use clear shrink wrap/foil to seal the pallet ensuring that the top of the pallet is also wrapped.
- Fill out a pallet label form with HP Ref # and attach it to the side of the pallet ensuring that it is clearly visible.
- Indicate pallet positioning if necessary (1of3, 2of3, 3of3)
- All cables must be neatly wrapped around the stand.
- If there are mixed monitors, load the largest monitors first.