
PARTNER PERSONAL DATA PROTECTION POLICY

1. Overview

Anixter is a family of companies. Each entity in the Anixter family (“Company” or “we”) adheres to the Safe Harbor Agreement concerning the transfer of Personal Information (defined below) from the European Union (“EU”) to the United States of America (“U.S.”) and respects the privacy practices of the countries in which we do business.¹ Accordingly, the Company follows the Safe Harbor Principles published by the U.S. Department of Commerce (the “Principles”) with respect to all such information and other applicable local laws. This Partner Personal Data Protection Policy (“Policy”) defines the manner in which each entity in the Company treats Personal Information that it receives from clients, suppliers and service providers. This Policy applies to all Personal Information received by the Company whether in electronic, paper or oral recorded format.

In summary:

- a. We will not collect Personal Information without Partner’s acknowledgement of the Data Subject’s knowledge or consent of such collection. This Policy sets forth the purposes for which we collect and use Personal Information, how to contact us with any inquiries or complaints, the types of third parties to which we disclose the information, and the choices and means we offer for limiting its use and disclosure.
- b. We will not disclose Personal Information to third parties except as provided in this Policy; this Policy sets forth the choices the Data Subject has regarding the ways we use and share his/her Personal Information.
- c. We may transfer Personal Information outside of the country where the Data Subject is located, to other countries that may not have laws protecting Personal Information; if we transfer Personal Information to another country, we will take appropriate measures to abide by the originating location’s laws and to protect the Personal Information we transfer.
- d. We will take reasonable steps to protect the security of Personal Information entrusted to us from loss, misuse and unauthorized access, disclosure, alteration and destruction.
- e. We will allow Data Subjects to view, correct or remove their Personal Information upon request and to the extent permitted or required by applicable law. We reserve the right to deny or limit access in cases where the burden or cost of providing access would be disproportionate to the risks to the Data Subject’s privacy or in the case of a vexatious or fraudulent request.

¹ See <https://safeharbor.export.gov/list.aspx> for Anixter’s Safe Harbor Registration; *see also* <http://www.export.gov/safeharbor/> for more information regarding the Safe Harbor Privacy Framework.

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- f. We will regularly review how we are meeting these privacy promises, and we will provide an independent way to resolve complaints about our privacy practices.

2. Scope of Policy

This Policy will be incorporated into an Agreement where: (a) in connection with the Transactions between the parties a transfer of Personal Information from the EU to the U.S. may occur or be contemplated, or (b) Company and Partner so agree. Where incorporated into an Agreement, this Policy applies to all Personal Information that the Company receives or has received from a Partner.

3. Modifications and Updates

This Policy may be modified from time to time in the future in order to reflect changes in circumstances. Where the Policy has been incorporated into an Agreement, we will notify Partner in advance of any material modifications. Partner will be deemed to have accepted such modifications unless Partner notifies Company that it does not wish to be bound by the new Policy. To indicate its rejection, Partner shall use the method set forth in the notice announcing the modification to the Policy.

4. Definitions

For the purpose of this Policy:

“**Agreement**” means a document entered into by Company with a Partner pursuant to which certain Transactions will occur between the parties. It may be in the form of a purchase order, formal negotiated and executed contract, credit application, quotation or invoice terms or other transactional document.

“**Company**” means any one of the present or future entities in the corporate family of Anixter International Inc. “Anixter International Inc.” means the Delaware corporation with headquarters currently located at 2301 Patriot Blvd., Glenview, IL 60026 and its affiliates, and their joint ventures collectively “Company”.

“**Data Subject**” means an individual who is (a) a current or former customer, prospect, business associate, or Employee of Partner, or (b) a current or former customer, prospect, business associate or Employee of another entity about which Partner is sharing information with Company in connection with the Services. For example, a Partner involved in a lawsuit or making a claim against another entity might provide Company with files that contain Personal Information about or from individuals who are customers or employees of that other entity.

“**Employee**” means any individual who is a current or former full time employee, part time employee, temporary employee, independent consultant, contract employee, project employee, shareholder, partner, officer, or member of the Board of Directors of an organization (i.e., either the Partner, or the Company as applicable).

“**Partner**” means any (a) corporation, partnership, association, sole proprietorship, however organized, and whether or not organized to operate at a profit, (b) government agency, or (c) individual, with which the Company has an Agreement under which the Company concludes Transactions (defined below). A Partner may be a service provider to the Company, a client of the Company, or a supplier of products, including those whose products Company offers to its clients.

“**Transaction**” means any business activity during which Company provides and receives goods or services to or from a Partner directly or with the assistance of other companies pursuant to an Agreement

5. What Personal Information We May Collect

Throughout its relationship with a Partner, Company receives or collects records and files that may contain Personal Information of Data Subjects. The types of Personal Information that we may collect or receive may include, without limitation, all or some of the following categories of information (“Personal Information”):

- **Identity information**
 - Name, business and home address, business and home phone number, mobile phone number;
- **Financial information**
 - Bank account or other account;
 - Expense reports, and the related credit card statements;
- **Security**
 - User ID and passwords used to access premises, computer or telecommunications network;
 - Internet Protocol (IP) address of the desktop, laptop or other devices used to access computer or telecommunications network onsite or through a remote connection;
- **Reporting**
 - Information received from or through a Partner’s whistle blowing hotline or Company’s Business Integrity Line;
- **Communications**
 - Correspondence;
 - Emails, voicemails, SMS, and similar electronic or telephone communications;
- **Profile**
 - Occupation;
 - Profession;
 - Name and address of employer;
 - Industry;

- Purchases made;
- Training program attended.

It is unlikely that Company will receive or collect Personal Information that contains Sensitive Personal Data of Data Subjects. The types of Sensitive Personal Data contained in Personal Information may include, without limitation, all or some of the following categories of information (“Sensitive Personal Data”):

- **Sensitive Personal Data**
 - Health records;
 - Trade union membership;
 - Information regarding racial or ethnic origin or religious or similar beliefs.

If the parties mutually agree that such Sensitive Personal Data must be exchanged, they will institute appropriate protective measures.

6. Notice

I. How We Collect Personal Information

We collect and maintain Personal Information as required to complete Transactions with a Partner, and as permitted or required by applicable law. Such collection may be done at the start of our relationship with a Partner or during the course of our business relationship.

- a. **Directly** - We may collect Personal Information directly from the Data Subjects to which it relates. For example, through business cards, orders processed, on quotations, through phone conversations in which contact information is provided, on order forms, through Partner’s purchase orders.
- b. **Communications with the Partner** — We may collect Personal Information through exchanging correspondence, electronic communications, telephone calls, video conferencing, and other technologies. For example, emails, instant messages, voice mails, electronic files, and similar electronic materials.
- c. **From files or documents** - The Partner may provide us with access to files or documents that contain Personal information.
- d. **From other sources** - We may obtain Personal Information from other sources such as (a) a government agency or registry; (b) professionals who serve our Partners; and (c) parties or participants in a commercial transaction.
- e. **From credit bureaus** - We may also obtain information about Partners or potential Partners from consumer reporting agencies in order to help us make credit decisions about Partners, to try to prevent fraud, and to check the identity of new Partners.

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- f. **From our website** - We may obtain Personal Information through our website. This could be done with cookies or other tracking technologies, or if the visitor fills out a form that is posted on our website. Our practices with respect to information collected on, from or through our website are subject to our website privacy policy, which is located at www.anixter.com/north-america/us/en/privacy-policy.html.

II. Obligations of Partner

By providing Company with access to Personal Information or to Data Subjects, and/or by providing Company with the ability to collect Personal Information directly from Data Subjects, Partner represents and warrants that:

- a. Partner has obtained the consent of all Data Subjects to the collection of their Personal Information by Partner, and to the transfer of their Personal Information to Company in connection with the Transactions;
- b. Partner has obtained the consent of all Data Subjects to the collection and use of their Personal Information by Company set forth in this Policy;
- c. All Personal Information that Partner provides to Company is accurate, complete and current, to the best of Partner's knowledge, when delivered to Company, and Partner will promptly notify Company in writing of any changes in the Personal Information of which it becomes aware;
- d. Partner will provide all Personal Information to Company in accordance with applicable laws, including, without limitation, filing notifications and obtaining authorizations, as applicable;
- e. Partner will make a copy of this Policy available, either electronically or in paper format, to its Data Subjects with instructions to read carefully;
- f. To the extent reasonably possible, Partner will respond in writing to all inquiries from Data Subjects with respect to the processing of their Personal Information by Company, within the time frames provided by applicable law; and
- g. Partner will promptly notify Company in writing of any inquiry by a Data Subject that it has not been able to address and will keep Company regularly informed of all inquiries from Data Subjects with respect to the processing of Personal Information by Company.

III. How we use Personal Information

We use Personal Information for the following purposes and for similar purposes:

- a. To complete Transactions;

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- b. To the extent permitted by applicable law, in order to include selected individuals (our primary contacts within the Partner's organization) in our information distribution and to send to these individuals newsletters, information and marketing materials concerning relevant developments in our various service areas. If an individual no longer wishes to receive information about developments in our various product or service areas, he or she can ask us not to send any further material, as provided in the applicable mailing;
 - c. As required by applicable law in order to fulfill our legal, regulatory and administrative obligations; and
 - d. To provide training, educational programs, publications and podcasts to Partner's Employees about products and services.

7. Choice

We do not disclose Personal Information to third parties for them to use to market their products and services.

However, from time to time, we may need to disclose some Personal Information we hold to relevant third parties. The consent of the Partner's Data Subjects to such disclosures or transfers will be inferred, unless: (i) Partner or Data Subject notifies us in writing otherwise, or (ii) the Personal Information that will be disclosed or transferred contains Sensitive Personal Data. If the Personal Information disclosed or transferred involves Sensitive Personal Data, Partner shall obtain the consent of the Data Subjects in writing prior to such disclosure or transfer and we shall have the right to inspect or verify the adequacy of consent. Such disclosures or transfers may include:

- a. **In connection with a Transaction:** When a Transaction we are conducting with a Partner requires us to give access to the Partner's Personal Information to third parties. For example we may cooperate with another Company in the Anixter family of companies in order to complete a Transaction, or we may retain other professional firms or individuals on behalf of a Partner in order to perform services in support of the Company.
- b. **Investigations:** If we are acting in the capacity of an investigative body, we may disclose Personal Information to a court, mediator, arbitrator or governmental agency when the disclosure is reasonable for purposes related to investigating a breach of an agreement or a contravention of an applicable law.
- c. **With prior consent:** We may disclose Personal Information to third parties when the relevant Data Subject has consented to the disclosure.
- d. **For Asset Management Purposes:** We may transfer Personal Information to another entity in the Anixter family of companies or to one of our service providers

that provides administrative or other services to us, such as the management of our email system, the processing of our data, or the hosting of our databases.

- e. **Billings and Collections:** We may disclose Personal Information to third parties where it is necessary to collect our fees or disbursements.
- f. **Sale of the Company:** Some Personal Information may be disclosed to buyers or prospective buyers of parts of the sale of the Company, or its service providers.
- g. **Government or Regulatory Request:** We may disclose specified Personal Information to third parties in response to a facially valid administrative or judicial order, including subpoenas and search warrants, or similar information requests from government authorities or in order to comply with the requirements of any regulatory body that governs any of our professional practices.
- h. **Litigation:** We may have to disclose Personal Information in order to establish or exercise our legal rights or to defend the rights, property, or safety of our organization or others; or in connection with litigation in response to a discovery request. This information may be disclosed by the Company or by the service provider or the entity in the Anixter family of companies that holds the Personal Information in its servers.
- i. **International Transfer:** We may transfer Personal Information outside of the country where it was collected to another country that may not have laws protecting the use of Personal Information. This Personal Information will be held by, or on behalf of, entities in the Anixter family of companies which have access to Partner Personal Information and which are based in the United States. Each such entity has adopted, for the protection of our Partners' Personal Information, a policy and procedures that are consistent with the provisions of this Partner Personal Data Protection Policy.
- j. **Crimes:** We may disclose Personal Information to a private or public investigator in order to detect or prevent criminal activities, fraud, material misrepresentation, or material nondisclosure.
- k. **National Security:** In exceptionally rare circumstances where national, state, or Company security is at issue, we reserve the right to share our entire database of Personal Information with appropriate government authorities.

8. **Onward Transfer**

From time to time we may transfer Personal Information to third parties that are acting as an agent for the Company. In these limited instances, we will not be bound by any of the requirements of [Section 6](#) or [Section 7](#) of this Policy. We will require the third party agent to either subscribe to the Safe Harbor principles or enter into a written agreement with Company

requiring the third party agent to provide at least the same level of privacy protection as is required by the relevant principles.

9. Security

The Company takes reasonable steps to maintain physical, procedural, and technical security in its offices, information systems, and information storage facilities in order to protect Personal Information from loss, misuse, unauthorized access, erroneous disclosure, alteration, or destruction. We restrict access to Personal Information to those individuals who need access to this information in order to assist us in performing our duties and obligations.

Company Employees are required to keep all Personal Information strictly confidential, to access it only on a need to know basis, and not to use it or to disclose it to third parties other than as permitted under this Policy, an Agreement, or as permitted or required by the applicable law. Failure to do so will be regarded as serious misconduct and will be dealt with in accordance with the Company's disciplinary policy and procedure.

Transmission over the Internet is never completely secure or error-free. Because of this, we cannot and do not guarantee the security of Personal Information that the Partner supplies to us when in transit through the Internet. Thus, when submitting Personal Information to the Company through an Internet connection, the Partner must weigh both the benefits and the risks.

10. Data Integrity and Accuracy

The Company is committed to collecting only Personal Information that is relevant for the purposes for which it is to be used. The Company is also committed to ensuring that Personal Information is not processed in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the Data Subject.

To the extent necessary for these purposes, the Company takes reasonable steps to ensure that all Personal Information is reliable for its intended use, accurate, complete, and current. If, during the course of conducting business, there is a change in Personal Information of which Partner becomes aware, Partner should immediately contact us so that the Personal Information may be changed accordingly. We may also periodically inquire of Partners whether their Personal Information is accurate and up-to-date.

11. Access and Amendments

A Data Subject may ask for access to the Personal Information we hold about him or her or ask for the amendment, correction, or deletion of information that is demonstrated to be inaccurate or incomplete, to the extent permitted or required by applicable law. These requests should be made through Partner, which will contact us on behalf of the Data Subject as set forth in the section "How to Contact Us" below. We will process all reasonable requests for access within the time frames defined by applicable law (and if no such time frames are specified, within a reasonable time period).

We reserve the right to deny or limit access or amendments to Personal Information in cases where the burden or cost of providing access would be disproportionate to the risks to the Data Subject's privacy or in the case of a vexatious or fraudulent request.

12. **Enforcement**

- a. **Monitoring:** All information created, accessed or stored using the Company's computer and telecommunications systems is subject to monitoring, auditing and review in accordance with applicable law. Any Personal Information of Partner that is stored in the Company's computers and telecommunication systems might be accessed through these monitoring activities by Company's Employees who have been assigned to such tasks. The accessed Personal Information will not be used for any purpose other than such monitoring and any further internal or external investigation of potential misconduct, fraud or other wrongdoing uncovered through such monitoring.
- b. **Training:** We have procedures in place for training Employees in the implementation of this Policy. Upon request, we can provide Partner with a copy of such procedures.
- c. **Updating:** We will review and update this Policy periodically as needed or at least before each anniversary of the effective date of this Policy.
- d. **Inquiries; Dispute Resolution:** Any question, comment or complaint about this Policy, or with the collection, use, management, or disclosure of Personal Information by the Company should be directed to us as set forth in the section "How to Contact Us" below. We will attempt to resolve all complaints. If our efforts to resolve these complaints are unsatisfactory:
 - i. *If the Partner or Data Subject is located outside of the United States, he/she may contact the Data Protection Supervisory Authority (or similar agency vested with the power to investigate a claim with respect to Personal Information privacy or data protection) of the country where the Company is located.*
 - ii. *If the Partner or Data Subject is located in the United States, he/she may seek redress through binding arbitration, such arbitration to be held in the city where the Company has its primary office. We will cooperate in the resolution of such inquiries and will comply with the advice given by the applicable Data Protection Authority (or other agency).*

13. **Storage and Retention of Personal Information**

We retain Personal Information and dispose of it in accordance with our records management policy or Agreements, as applicable, and in accordance with applicable laws. This retention period may extend beyond the end of our relationship with a Partner, but it will be only as long

as the terms of our records management policy, the Agreement or applicable law require, or as long as it is necessary for us to have sufficient information to respond to any issues that may arise later.

We may also need to retain certain Personal Information to prevent fraudulent activity, to protect ourselves against liability, permit us to pursue available remedies, or limit any damages that we may sustain, or if we believe in good faith that an order, law, regulation, rule or guideline requires such retention.

14. Conditions to a Transfer or Disclosure

When Company shares Personal Information with another entity, Company requires this other entity to agree in writing:

- a. To use Personal Information solely for the purpose for which the information is being shared;
- b. Not to share Personal Information with any third party outside of the Anixter family of companies;
- c. To use reasonable security measures to protect Personal Information; and
- d. To comply with all applicable legal requirements.

15. Governing Law

This Policy is subject to the laws and regulations of the country in which the Company is located, and it shall be interpreted under such laws and the related jurisprudence.

16. How to Contact Us

Any inquiries should be sent to: **AnixterCompliance@anixter.com.**