

GDPR Supplement

In the event that (i) Supplier is established or providing Services to a DXC company established in the European Economic Area ("EEA"); (ii) the Supplier is established or providing Services to DXC from locations in the EEA; or (iii) the General Data Protection Regulation (EU Regulation 2016/679) as amended from time to time applies to the relevant DXC company and / or the Supplier, Supplier shall comply with the following GDPR requirements.

1. BACKGROUND, PURPOSE & RULES IN CASE OF CONFLICT

- 1.1 This GDPR Supplement ("**Supplement**") sets out the terms and conditions for the Processing of Personal Data by Supplier on behalf of DXC under the Agreement. This Supplement forms an integral part of the Agreement.
- 1.2 The details of Processing of the Personal Data, namely the duration, subject matter and purposes of Processing, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates ("**Processing Details**"), are described in Appendix 1 to this Supplement.
- 1.3 Supplier acts as a Processor and DXC acts as a Controller of Personal Data. In case DXC acts as a Processor on behalf of its Controller customers, the Supplier shall act as a Sub-processor to DXC and DXC shall exercise the Controller's rights on behalf of the Controller customer as described in this Supplement.
- 1.4 In the event of any conflict between the terms of this Supplement, the Agreement, Data Protection Laws or Standard Contractual Clauses, the following order of precedence shall apply:
 - i) Data Protection Laws, including Standard Contractual Clauses ii)
 - This Supplement and its appendices iii) The Agreement.

2. DEFINITIONS

Capitalized terms used in this Supplement have the meaning as defined in the Agreement, Article 4 of the GDPR, or as set forth below.

Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which, and the manner in which, any Personal Data (used throughout this section as defined in this section on Privacy & Data Protection) is, or is to be, Processed. A person recognized in law may be an organization, an individual, or any other corporate or unincorporated bodies of persons.

Data Processor in relation to Personal Data, means any person who Processes the Personal Data solely on behalf of and in accordance with the instructions from the Data Controller. The term Data Processor incorporates the function of a Data Sub- Processor in case where the party providing the Personal Data to the Data Sub- Processor acts as a Data Processor on behalf of a third party who is the Data Controller.

Data Protection Laws	means all Applicable Laws relating to protection of personal data, privacy, confidentiality, or security including without limitation the laws implementing the GDPR and any amendments thereto.
Data Subject	means a natural person whose Personal Data is Processed by Supplier under the Agreement and this Supplement.
EEA	Means the Member States of the European Union (“EU”) plus Norway, Iceland, Lichtenstein and for the purposes of this Supplement Switzerland.
GDPR	means the EU General Data Protection Regulation (2016/679/EC) and any amendments thereto.
Standard Contractual Clauses - SCC	means the contractual clauses issued by the European Commission by the decision 2010/87/EU for international transfers of Personal Data between Controller and Processor, and any amendments thereto or such other standard contractual clauses for the transfer of data as are approved by a relevant Supervisory Authority from time to time.
Sub-Processor	means (i) any subcontractor, (ii) any affiliate of Supplier, and/or (iii) a third party (other than the Supplier or Supplier affiliate), engaged by Supplier to Process Personal Data in accordance with the Agreement and this Supplement.
Transfer, Transferred or Transferring	means (a) the relocation of Personal Data from one location to another, and /or (b) the remote access to Personal Data from one location to another.

3. SUPPLIER OBLIGATIONS

3.1 General principles applicable to the Processing of Personal Data

- 3.1.1 The Supplier shall Process Personal Data in accordance with the requirements of Data Protection Laws.
- 3.1.2 The Supplier shall Process Personal Data only on prior documented instructions from DXC including with regard to Transfers of Personal Data to a location or international organisation outside the EEA. The prior documented instructions shall be given in the Agreement, this Supplement or in other form, unless prescribed otherwise by a provision of Data Protection Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier’s opinion, an instruction issued by DXC in respect of Personal Data infringes an Applicable Law or the terms of the Agreement.

- 3.1.3 Supplier shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.
- 3.1.4 Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 3.7 – ‘Subprocessor’ of this Supplement.
- 3.1.5 Supplier shall assist DXC by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC’s obligation to respond to Data Subjects’ requests, taking into account the nature of the Processing.
- 3.1.6 Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfill DXC’s obligation under the GDPR to carry out a data protection impact assessment related to Supplier’s Processing of the Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with a Supervisory Authority in connection with a data protection impact assessment related to the Supplier’s Processing of the Personal Data.
- 3.1.7 Supplier shall, at DXC’s discretion, and with any such request being provided by DXC to Supplier in writing, delete or return all Personal Data to DXC after the end of the provision of Services relating to the Processing of the Personal Data, and delete existing copies unless Data Protection Laws require retention of the Personal Data.
- 3.1.8 Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement and this Supplement.

3.2 Data security

In accordance with the Agreement and taking into account the nature of Processing of Personal Data in relation to the Services provided, Supplier shall, as required by GDPR Art. 32, maintain appropriate technical and organisational measures for protection of the security of Personal Data, including protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data.

3.3 Documentation obligation

To the extent applicable to Supplier’s Processing activities for DXC, Supplier shall maintain all records required by Article 30(2) of the GDPR and shall make them available to DXC upon request.

In accordance with Art. 30 (2) GDPR, Supplier shall, at minimum, document in an electronic form the following information concerning the Processing of Personal Data and disclose them to DXC upon request:

- i. contact details of Supplier;
- ii. name and contact details of the contact person of Supplier;
- iii. categories of Personal Data Processed on behalf of DXC;
- iv. information on transfers of Personal Data outside the EEA and description of safeguards as required by Data Protection Laws;

- v. a description of measures implemented by Supplier as required by GDPR Art. 32; and
- vi. a list of Sub-Processors used in Processing of Personal Data.

3.4 Reporting and notification obligation

3.4.1 In the event that a Data Subject or a Supervisory Authority makes a request, complaint or enquiry to the Supplier concerning the Processing of Personal Data by the Supplier, Supplier shall inform DXC of such request, complaint or enquiry. Supplier shall notify DXC without undue delay prior to taking any measures required by such requests. Supplier may correct, delete and amend Personal Data or block Processing of Personal Data on behalf of DXC only when required by Data Protection Laws or written instructions of DXC.

3.5 Personal Data Breach

Supplier shall notify DXC of all Personal Data Breaches (as defined in the GDPR) without undue delay, but no later than what has been agreed in relation to breach or security incident notification in the Agreement, DNSS or related security schedules. Supplier shall promptly and thoroughly investigate all allegations of Personal Data Breach.

Supplier shall use reasonable efforts to identify the cause of such Personal Data Breach and take such reasonable steps as DXC shall specify to remediate the cause of such Personal Data Breach.

Supplier shall provide reasonable assistance and cooperation as requested by DXC and/or DXC's designated representatives, in the furtherance of any correction or remediation of any Personal Data Breach and/or the mitigation of any potential damage (including in relation to any notification to a Supervisory Authority or affected Data Subjects).

The Personal Data Breach notification made by the Supplier to DXC shall contain at least the following:

- description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned;
- name and contact details of the contact person of Supplier handling the Personal Data Breach;
- description of likely consequences and/or realized consequences of the Personal Data Breach; and
- description of the measures Supplier has taken to address the Personal Data Breach and to mitigate its adverse effects.

If it is not possible to provide the information listed at the same time, the information shall be provided by the Supplier as soon as reasonably practicable.

3.6 Transfers of Personal Data

In accordance with GDPR Article 28(3)(a), Supplier shall not, and shall not permit any Sub-processor to, Transfer any Personal Data outside the EEA without the prior consent of DXC. Supplier understands that in accordance with GDPR Chapter V, adequate protection for the Personal Data must exist after the Transfer and will, if so requested by DXC, enter into an appropriate agreement with DXC governing such Transfer,

including, but not limited to the EU Standard Contractual Clauses (Controller to Processor), attached hereto as Appendix 3, unless another adequacy mechanism for the Transfer exists which has been approved by the relevant Supervisory Authorities.

3.7 Sub-Processors

In accordance with GDPR Article 28(3), Supplier shall, and shall ensure that any Sub-processor acting under Supplier authority shall, Process and Transfer the Personal Data only (i) as needed to provide the Services and (ii) in accordance with the specific documented instructions Supplier has received from DXC, unless required otherwise to comply with any Data Protection Laws, in which case Supplier shall provide prior notice to DXC of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest.

Supplier shall notify DXC of the identity of Sub-processors in advance of using them to Process Personal Data and shall obtain DXC's consent to the use of such Sub-processors prior to them commencing Processing of Personal Data ("**Approved Sub-processor**"). Supplier will ensure that it has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Supplement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

In the event DXC objects to a Sub-processor, Supplier will use reasonable efforts to make available to DXC a change in the Services or recommend a commercially reasonable change to DXC's configuration or use of the Services to avoid Processing of Personal Data by the relevant new Sub-processor.

Supplier is entitled to use the Approved Sub-Processors as listed in Appendix 2.

Supplier remains liable for the acts and omissions of its Sub-Processors as if they were its own.

3.8 AUDITING

Supplier shall provide DXC or a third party appointed by DXC with all information necessary to demonstrate compliance with the obligations set forth in this Supplement and Data Protection Laws.

DXC shall have the right to audit Supplier's or its Sub-Processors' compliance with obligations set out in this Supplement and Data Protection Laws (including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel).

3.8.1 This Section 3.8 shall apply in addition to Section (DXC Audit of Supplier) in the Agreement.

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GDPR Supplement - APPENDIX 1: PROCESSING DETAILS

Data Subjects

The Personal Data Processed concern the following categories of Data Subjects:

[To be completed]

Categories of data

The Personal Data transferred concern the following categories of data:

[To be completed]

Special categories of data (if appropriate)

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

[To be completed]

Purpose of Processing

The purpose of the Processing is:

[To be completed]

Processing operations

The Personal Data transferred will be subject to the following basic Processing activities:

[To be completed]

GDPR Supplement - APPENDIX 2: APPROVED SUB-PROCESSORS

Approved Sub-Processor	Purpose for Processing Personal Data
[Company name Business Identity Code Contact information]	[Short description of purposes for processing Personal Data]

GDPR Supplement - APPENDIX 3: STANDARD CONTRACTUAL CLAUSES

In accordance with Section 3.6, and in case the parties agree that the legal basis for a transfer of personal data is the EU Standard Contractual Clauses, the clauses will be incorporated into this GDPR Supplement by reference.

The EU Standard Contractual Clauses are published on the EU Commissioner's website which is available here:

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32010D0087&from=EN>

I: The clauses must remain unchanged to remain valid;

II: Appendix 1 to this GDPR Supplement will serve as Appendix 1 to the EU Model Contract;

III: The DNSS to the MSA will serve as Appendix 2 to the EU Model Contract.