



# DATA PRIVACY SUPPLEMENT



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# 1 GENERAL PROVISIONS

## 1.1 Definitions

Capitalized terms used in the Supplements have the meaning as defined in the Agreement, Data Privacy Laws, or as set forth below:

**Controller** - means a legal 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 is, or is to be, Processed. A legal person recognized in law may be an organization, an individual, or any other corporate or unincorporated body or person (“Legal Person”).

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

**Data Privacy Laws** - means all applicable laws relating to the protection of personal data, privacy, confidentiality, or security including without limitation the laws implementing the GDPR and/or the UK GDPR, and/or the LGPD, and any national implementing laws, any regulations and legislation which amends, re-enacts or replaces the GDPR, UK GDPR, the LGPD and any amendments thereto.

**Data Subject** - means a natural person whose Personal Data is Processed under the Agreement.

**European Economic Area (EEA)** - means the Member States of the European Union (“EU”) plus Norway, Iceland, Lichtenstein and for the purposes of this document also Switzerland.

**GDPR** - means the General Data Protection Regulation (2016/679/EC) and any amendments thereto.

**EU Standard Contractual Clauses (EU SCC)** - means the contractual clauses approved by the European Commission for international transfers of Personal Data between EU exporter organizations and non-EU importer organizations and any



amendments thereto as well as any other contractual clauses approved by a relevant EU Member State including any amendments thereto.

**United Kingdom International Data Transfer Addendum and/or Agreement (IDTA)** - UK International Data Transfer Addendum and/or Agreement (UK IDTA) means the International Data Transfer Addendum to the EU SCCs or the International Data Transfer Agreement, approved and updated by the Information Commissioner Office (“ICO”), which shall apply solely in respect of the transfer of Personal Data from the United Kingdom (“UK”) to third countries that have not been declared ‘adequate’ by the UK Secretary of State.

**Sub-Processor** - means (i) any Subcontractor, (ii) any Supplier Affiliate, 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.

**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.

**Personal Data Breach** - shall mean a Security Breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed, as defined in the Data Privacy Laws.

**Supervisory Authority** - shall mean the public authority which is concerned with Processing of Personal Data and the protection of the rights and freedoms of natural persons.

**General Personal Data Protection Law (LGPD)** - means the Brazilian General Data Protection Law (Federal Law no.13,709/18).

## 1.2 List of Parties

Data exporter(s):

Name: DXC

Role (controller/processor): Controller for itself and Processor vis-à-vis its Customers

Data Protection Officer contact/email: [privacy@dxc.com](mailto:privacy@dxc.com)



Industry or business: DXC is a global leader in information technology solutions and services.

Data importer(s):

Name: Supplier

Role (controller/processor): Processor vis-à-vis DXC and Sub-Processor vis-à-vis DXC's Customers

Contact/email: as mentioned in the "Notices" section in the Agreement

Industry or business: Supplier's industry or business as described in the Agreement.

## **1.3 Description of the Data Processing**

### **1.3.1 Description of the Service:**

The Services provided by Supplier are described in the Agreement. A more detailed description of Services provided by Supplier shall be maintained by Supplier and made available to DXC upon request.

### **1.3.2 Data Subjects may include:**

DXC Personnel and other business partners, as well as DXC Customers and their customers (including their staff),

DXC Customer's agents, business partners and end users. To the extent feasible, Supplier shall maintain a list of Data Subjects affected by Supplier's Processing activities to be available to DXC upon request.

### **1.3.3 Personal Data the Supplier might have access to:**

Supplier may Process Personal Data, including 'sensitive' or 'special categories' of Personal Data, as defined in the applicable Data Privacy Laws, and necessary for Supplier to perform the contractual obligations. To the extent feasible, Supplier shall maintain a list of Personal Data categories Processed by Supplier to be available to DXC upon request.

## **1.4 Security Measures**

Supplier shall comply with the Information Security requirements set forth in the MSA and any other security measures agreed by and between the Parties within the Agreement.



## 1.5 Sub-Processors

Sub-Processors are used by Supplier as specified in the Agreement. Supplier shall maintain a list of Sub-Processors used by Supplier to perform a portion of the Services to be available to DXC upon request.

## 2 COUNTRY-SPECIFIC SUPPLEMENTS

### 2.1 EEA SUPPLEMENT

If Supplier is established, or providing Services to DXC or DXC Customers established in the EEA, Supplier shall comply with the following requirements:

#### 2.1.1 Background, Purpose and Rules in case of Conflict

- a) This EEA Supplement sets out the terms and conditions for the Processing of Personal Data by Supplier providing Services to DXC or DXC Customers established in the EEA.
- b) The details of Processing of the Personal Data, namely the subject matter and purposes of processing, the types of Personal Data Processed, and the categories of Data Subjects to whom the Personal Data relates, are described in Section 1.3 of this Supplement.
- c) Supplier acts as a Processor and DXC acts as a Controller of Personal Data. Where DXC acts as a Processor on behalf of its Controller Customers, Supplier shall act as a Sub-Processor to DXC Customers and agrees for DXC to exercise related Customer's rights, including but not limited to statutory audit rights the client may be entitled to, vis-à-vis Supplier on behalf of the Controller Customer.
- d) In the event of any conflict between the terms of this EEA Supplement, the EU SCC, and the Agreement, the following order of precedence shall apply:
  1. EU SCCs
  2. EEA Supplement
  3. The Agreement

#### 2.1.2 Supplier Obligations

General principles applicable to the Processing of Personal Data:



- a) The Supplier shall Process Personal Data in accordance with the requirements of all applicable Data Privacy Laws.
- b) The Supplier shall Process Personal Data only on prior documented instructions from DXC. The prior documented instructions shall be given in the Agreement, or another form unless prescribed otherwise by a provision of Data Privacy Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier's opinion, an instruction issued by DXC infringes Data Privacy Laws or the terms of the Agreement.
- c) 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.
- d) Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 2.1.8 "Sub-Processors" below.
- e) Supplier shall assist DXC by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC's obligation to respond to Data Subject requests, taking into account the nature of the Processing.
- f) Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfil DXC's obligation under the EU GDPR to carry out a data protection impact assessment related to Supplier's Processing of Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with a Supervisory Authority concerned in connection with a data protection impact assessment related to Supplier's processing of Personal Data.
- g) 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 Personal Data, and delete existing copies. If such return or destruction is not feasible, Supplier shall extend the protections of the Agreement to the Personal Data and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.



- h) Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement.

### **2.1.3 Data security**

According to EU GDPR, and subject to Section 1.4 of this Supplement, Supplier shall maintain, appropriate technical and organizational measures for the protection and the security of Personal Data, including but not limited to protection against unauthorized or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data.

### **2.1.4 Documentation obligation**

To the extent applicable to Supplier's Processing activities, Supplier shall maintain all records required under EU GDPR and shall make them available to DXC upon request, including, at minimum, the following information:

- Supplier's name and business address
- Name and contact details of Supplier's contact person
- Categories of Personal Data and related Data Subjects
- A list of Sub-Processors engaged in the Processing of Personal Data
- For transfers of Personal Data to third countries outside the EEA:
  - i Identification of third country or international organization; and
  - ii Description of security measures implemented to protect data transfer.

### **2.1.5 Reporting and notification obligation**

If a Data Subject or a Supervisory Authority raises a request, complaint or enquiry with Supplier concerning the Processing of Personal Data by Supplier or its Sub-Processor, Supplier shall, unless legally prohibited, inform DXC without undue delay of such request prior to taking any significant measures in response to such requests. Supplier may correct, delete, and amend, or block the Processing of, Personal Data only if required by Data Privacy Laws or in accordance with written instructions from DXC.

### **2.1.6 Personal Data Breach**

- a) Supplier shall notify DXC of all Personal Data Breaches without undue delay, but no later than the notice period agreed for a Security Breach or



otherwise stipulated in the Agreement or related security schedules. Supplier shall promptly and thoroughly investigate any suspected and/or confirmed Personal Data Breach.

- b) Supplier shall without undue delay identify and report to DXC the cause and effect of such Personal Data Breach and take immediate steps upon approval from DXC for remediation of such Personal Data Breach.
- c) 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, concerned or affected Data Subjects).

The Personal Data Breach notification made by 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 Personal Data records concerned
- Name and contact details of the Supplier contact person handling the Personal Data Breach
- Description of likely consequences and/or realized consequences of the Personal Data Breach; and
- Description of the measures taken by Supplier to address the Personal Data Breach, to contain any risks associated with it, and to mitigate any adverse effects.

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

### **2.1.7 Transfers of Personal Data**

Supplier shall not, and shall not permit any Sub-Processor to, Transfer Personal Data outside the EEA without DXC's prior written consent. To the extent applicable and legally required, the Transfer of Personal Data to a country outside the EEA shall be governed by the EU SCC, attached in Appendix 1 to this EEA Supplement, unless the Parties agree upon another adequacy mechanism which has been approved by the competent Supervisory Authority for the Transfer of Personal Data outside the EEA.



### 2.1.8 Sub-Processors

- a) Supplier shall ensure that Personal Data will be Transferred to and Processed by any Sub- Processor solely (i) to the extent strictly necessary for the provision of the Services under the Agreement and (ii) in accordance with applicable Data Privacy Laws and/or any specific written instructions provided by DXC.
- b) Subject to Section 1.5 of this Supplement, Supplier shall notify DXC of any Sub-Processors in advance of using Sub-Processors to Process Personal Data and shall obtain DXC's written consent to the use of such Sub-Processors prior to commencing Processing of Personal Data ("**Approved Sub-Processor**"). Supplier shall enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in the Agreement to the extent applicable to the nature of the Services provided by the Sub-Processor.
- c) In the event DXC objects to the use of a Sub-Processor by Supplier, the Parties will, in good faith, 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 Sub-Processor.
- d) Supplier is entitled to use the Approved Sub-Processors stipulated in the Agreement.
- e) Supplier remains liable for the acts or omissions of its Sub-Processors as if the acts or omissions were Supplier's own.

### 2.1.9 Auditing

- a) DXC shall have the right to audit Supplier's or its Sub-Processors' compliance with the obligations set forth in this Supplement and any applicable Data Privacy Laws, including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel.
- b) Supplier shall provide DXC, or a third party appointed by DXC, with all information necessary to conduct the audit.



c) This Section shall apply in addition to any Audit clauses in the Agreement.

### **2.1.10 EEA SUPPLEMENT – APPENDIX 1**

This Appendix 1 to the EEA Supplement applies only in case Personal Data is transferred outside the EEA.

### **EU STANDARD CONTRACTUAL CLAUSES**

The Parties agree to adopt and adhere to the EU SCC outlined in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council which is available at [https://commission.europa.eu/publications/standard-contractual-clausesinternational-transfers\\_en](https://commission.europa.eu/publications/standard-contractual-clausesinternational-transfers_en) and any amendments thereto.

The EU SCC as amended are incorporated by reference within this Appendix 1 to the EEA Supplement.

The Parties agree upon the following specifications to the EU SCC to the extent necessary to complete the EU SCC.

### **SECTION I**

Clause 2:

- Module 2 shall apply where DXC acts as a Controller vis-a-vis Supplier acting as Processor
- Module 3 shall apply where DXC acts as a Processor vis-a-vis Supplier acting as Sub Processor
- Modules 1 and 4 shall not apply

Clause 7 (optional): The option shall apply

### **SECTION II**

Clause 9(a): Option 1 shall apply with reference to paragraph 2.1.8 “Sub-Processor” in this Supplement

Clause 11(a): The Option shall not apply

Clause 13: The competent Supervisory Authority shall be Supervisory Authority of the Republic of Ireland



## **SECTION IV**

Clause 17: Option 1 shall apply whereby the Parties agree that the Clauses shall be governed by the laws of the Republic of Ireland

Clause 18(b): The Parties agree that those shall be the courts of the Republic of Ireland

### **ANNEXES**

ANNEX I: Section 1.2 and 1.3 of this EEA Supplement shall serve as Annex I to the EU SCC.

ANNEX II: Section 1.4 of this EEA Supplement shall serve as Annex II to the EU SCC.

ANNEX III: Section 1.5 of this EEA Supplement shall service as Annex III to the EU SCC.

## **2.2 UK SUPPLEMENT**

If Supplier is established, or providing Services to DXC or DXC Customers established, in the UK, Supplier shall comply with the following requirements.

### **2.2.1 Background Purpose and Rules in case of Conflict**

- a) This UK Supplement sets out the terms and conditions for the Processing of Personal Data by Supplier providing Services to DXC or DXC Customers established in the UK.
- b) The details of Processing of the Personal Data, namely the 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, are described in Section 1.3 of this Supplement.
- c) Supplier acts as a Processor and DXC acts as a Controller of Personal Data. Where DXC acts as a Processor on behalf of its Controller Customers, Supplier shall act as a Sub-Processor to DXC Customers and agrees for DXC to exercise related Customer's rights vis-à-vis Supplier on behalf of the Controller Customer.



- d) In the event of any conflict between the terms of this UK Supplement, the UK IDTA (Appendix 1), and the Agreement, the following order of precedence shall apply:
  - 1) UK IDTA
  - 2) UK Supplement
  - 3) The Agreement

## **2.2.2 Supplier Obligations**

General principles applicable to the Processing of Personal Data

- a) Supplier shall Process Personal Data in accordance with the requirements of all applicable Data Privacy Laws.
- b) Supplier shall Process Personal Data only on prior documented instructions from DXC. The prior documented instructions shall be given in the Agreement, or another form unless prescribed otherwise by a provision of Data Privacy Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier's opinion, an instruction issued by DXC infringes Data Privacy Laws or the terms of the Agreement.
- c) 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.
- d) Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 2.2.8 below.
- e) Supplier shall assist DXC by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC's obligation to respond to Data Subject requests, taking into account the nature of the Processing.
- f) Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfil DXC's obligation under the UK GDPR to carry out a data protection impact assessment related to Supplier's Processing of Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with a Supervisory Authority concerned in connection with a data protection impact assessment related to Supplier's processing of Personal Data.



- g) 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 Personal Data, and delete existing copies. If such return or destruction is not feasible, Supplier shall extend the protections of the Agreement to the Personal Data and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- h) Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement.

### **2.2.3 Data security**

According to UK GDPR, and subject to Section 1.4 of this Supplement, Supplier shall maintain, appropriate technical and organizational measures for the protection and the security of Personal Data, including but not limited to protection against unauthorized or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data.

### **2.2.4 Documentation obligation**

To the extent applicable to Supplier's Processing activities, Supplier shall maintain all records required under UK GDPR and shall make them available to DXC upon request, including, at minimum, the following information:

- Supplier's name and business address
- Name and contact details of Supplier's contact person
- Categories of Personal Data and related Data Subjects
- A list of Sub-Processors engaged in the Processing of Personal Data
- For transfers of Personal Data to third countries outside the EEA:
  - i Identification of third country or international organization; and
  - ii Description of security measures implemented to protect data transfer.

### **2.2.5 Reporting and notification obligation**

If a Data Subject or a Supervisory Authority raises a request, complaint or enquiry with Supplier concerning the Processing of Personal Data by Supplier or its Sub-Processor, Supplier shall, unless legally prohibited, inform DXC without undue delay



of such request prior to taking any significant measures in response to such requests. Supplier may correct, delete, and amend, or block the Processing of, Personal Data only if required by Data Privacy Laws or in accordance with written instructions from DXC.

### **2.2.6 Personal Data Breach**

- a) Supplier shall notify DXC of all Personal Data Breaches without undue delay, but no later than the notice period agreed for a Security Breach or otherwise stipulated in the Agreement or related security schedules. Supplier shall promptly and thoroughly investigate any suspected and/or confirmed Personal Data Breach.
- b) Supplier should without undue delay identify and report to DXC the cause and effect of such Personal Data Breach and take immediate steps upon approval from DXC for remediation of such Personal Data Breach.
- c) 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 concerned or affected Data Subjects).

The Personal Data Breach notification made by 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 Personal Data records concerned
- Name and contact details of the Supplier contact person handling the Personal Data Breach
- Description of likely consequences and/or realized consequences of the Personal Data Breach; and
- Description of the measures taken by Supplier to address the Personal Data Breach, to contain any risks associated with it, and to mitigate any adverse effects.

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



### 2.2.7 Transfers of Personal Data

Supplier shall not, and shall not permit any Sub-Processor to, Transfer Personal Data outside the UK without DXC's prior written consent. To the extent applicable and legally required, the Transfer of Personal Data to a country outside the UK shall be governed by the UK IDTA, attached in Appendix 1 to this UK Supplement, unless the Parties agree upon another adequacy mechanism which has been approved by the competent Supervisory Authority for the Transfer of Personal Data outside the UK.

### 2.2.8 Sub-Processors

- a) Supplier shall ensure that Personal Data will be Transferred to and Processed by any Sub- Processor solely (i) to the extent strictly necessary for the provision of the Services under the Agreement and (ii) in accordance with applicable Data Privacy Laws and/or any specific written instructions provided by DXC.
- b) Subject to Section 1.5 of this Supplement, Supplier shall notify DXC of any Sub-Processors in advance of using them to Process Personal Data and shall obtain DXC's written consent to the use of such Sub-processors prior to them commencing Processing of Personal Data (" **Approved Sub-Processor**"). Supplier shall enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in the Agreement to the extent applicable to the nature of the Services provided by the Sub Processor.
- c) In the event DXC objects to the use of a Sub-Processor by Supplier, the Parties will, in good faith, 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 Sub-Processor.
- d) Supplier is entitled to use the Approved Sub-Processors stipulated in the Agreement.
- e) Supplier remains liable for the acts and omissions of its Sub-Processors as if they were its own.



### 2.2.9 Auditing

- a) DXC shall have the right to audit Supplier's or its Sub-Processors' compliance with the obligations set forth in this Supplement and any applicable Data Privacy Laws, including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel.
- b) Supplier shall provide DXC, or a third party appointed by DXC, with all information necessary to conduct the audit.

This Section shall apply in addition to any Audit clauses in the Agreement.

### 2.2.10 UK SUPPLEMENT – APPENDIX 1

This Appendix 1 to the UK Supplement applies only in case Personal Data is transferred outside the UK.

### 2.2.11 UK INTERNATIONAL DATA TRANSFER AGREEMENT (UK IDTA)

The Parties agree to adopt and adhere to the UK IDTA approved by the UK ICO, and which is available at [Standard Data Protection Clauses to be issued by the Commissioner under S119A\(1\) Data Protection Act 2018](#) and any amendments thereto.

The UK IDTA as amended is incorporated by reference within this Appendix 1 to the UK Supplement.

The Parties agree upon the following specifications to the UK IDTA to the extend necessary to complete the UK IDTA:

In respect to **Part 1 – Table 1** of the UK IDTA, the following shall apply:

- a) “Start date”: the date of this Supplement.
- b) “Parties’ details”: as described in Section 1.2 to this Supplement.
- c) “Key Contact”: the key contact details for the Parties are set out in Section 1.2 to this Supplement.
- d) “Importer Data Subject Contact”: the importer data subject contact is set out in the Agreement.
- e) “Signatures confirming each Party agrees to be bound by this IDTA”: the signature parties set out in the Agreement.



In respect to **Part 1 – Table 2** of the UK IDTA, the following shall apply:

- a) “UK country’s law that governs the IDTA” – England and Wales
- b) “Primary place for legal claims to be made by the Parties” – England and Wales
- c) “The status of the Exporter”: In relation to the Processing of the Transferred Data the Exporter is the Controller
- d) “The status of the Importer”: In relation to the Processing of the Transferred Data the Importer is the Exporter’s Processor or Sub-Processor
- e) “Whether UK GDPR applies to the Importer”: UK GDPR applies to the Importer’s Processing of the Transferred Data
- f) “Linked Agreement”
  - Name of agreement: the Agreement signed between the Parties
  - Date of agreement: As set out in the Agreement
  - Parties to the agreement: As set out in the Agreement Reference (if any): N/A
- g) “Term”: The Importer MAY Process the Transferred Data for the period for which the Linked Agreement is in force
- h) “Ending the IDTA before the end of the Term”: the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA, or the Parties agree in writing
- i) “Ending the IDTA when the Approved IDTA changes”: Which Parties may end the IDTA as set out in Section 29.2 of the UK IDTA: Exporter
- j) “Can the Importer make further transfers of the Transferred Data?”: The Importer MAY NOT transfer on the Transferred Data to another organization or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data) of the UK IDTA
- k) “Specific restrictions when the Importer may transfer on the Transferred Data”: The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1 (Transferring on the Transferred Data) of the UK IDTA to the authorized receivers (or the categories of authorized receivers) as set in Section 1.5 to this Supplement
- l) “Review Dates”: each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

In respect of **Part 1 – Table 3** of the UK IDTA, the following shall apply:

- a) “Transferred Data”: The personal data to be sent to the Importer under this IDTA consists of the categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement



referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.

- b) Special Categories of Personal Data and criminal convictions and offences: set out in Section 1.3 of this Supplement. The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
- c) “Relevant Data Subjects”: The Data Subjects of the Transferred Data are: The categories of Data Subjects will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
- d) “Purpose: set out in Section 2.2.1 of the UK Supplement. The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.

In respect to **Part 1 – Table 4** of the UK IDTA, the following shall apply: “Security Requirements”: the relevant security provisions and measures shall be the same as those set out in Section 1.4 of this Supplement

In respect to **Part 2**: “Extra Protection Clauses”: N/A

In respect to **Part 3**: “Commercial Clauses”: N/A

In respect to **Part 4**: “Mandatory Clauses” – each party must not change the Mandatory Clauses as set out in the Approved IDTA, except only under Section 5 of the UK IDTA.

## 2.3 BRAZIL LGPD SUPPLEMENT

If Supplier is established or providing Services to DXC or DXC Customers established (i) on the Brazilian Territory; (ii) the Supplier is established or providing Services to DXC from Brazilian Territory; or (iii) the Brazilian General Data Protection Law (Federal Law no.13,709/18 – “LGPD”) as amended, applies to the relevant DXC company and/or the Supplier, Supplier shall comply with the requirements stipulated in this Brazil LGPD Supplement (“**LGPD Supplement**”).



### **2.3.1 Background Purpose and Rules in case of Conflict**

- a) This LGPD Supplement sets out the terms and conditions for the Processing of Personal Data by Supplier providing Services to DXC or DXC Customers established in Brazil.
- b) The details of Processing of the Personal Data, namely the duration, subject matter and purposes of Processing as described in the General Provisions, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates, are described in Section 3 of this Supplement.
- c) Supplier acts as a Processor and DXC acts as a Controller of Personal Data. Where DXC acts as a Processor on behalf of its Controller customers, Supplier shall act as a Sub-processor to DXC Customers and agrees for DXC to exercise related Customer's rights vis-à-vis Supplier on behalf of the Controller customer.
- d) In the event of any conflict between the terms of this Supplement, the Agreement, the following order of precedence shall apply:
  - 1) Brazil LGDP Supplement
  - 2) The Agreement.

### **2.3.2 Supplier Obligations**

General principles applicable to the Processing of Personal Data

- a) The Supplier shall Process Personal Data in accordance with the requirements of the applicable Data Privacy Laws, the Agreement, and this Supplement.
- b) 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 organization outside of Brazil. The prior documented instructions shall be given in the Agreement, this Supplement or in other form, unless prescribed otherwise by a provision of Data Privacy Laws applicable to Supplier. Supplier shall immediately inform DXC if, in



Supplier's opinion, an instruction issued by DXC infringes Data Privacy Laws or the terms of the Agreement.

- c) 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.
- d) Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 2.3.8 "Sub-Processors" below.
- e) Supplier shall assist DXC by implementing appropriate technical and organizational measures, within the term of 3 (three) business days or otherwise expressly agreed by the Parties, for the fulfilment of DXC's obligation to respond to Data Subjects' requests, taking into account the nature of the Processing.
- f) Supplier shall provide DXC within the term of 3 (three) business days or otherwise expressly agreed by the Parties, with any assistance needed to fulfil DXC's obligation under the LGPD to carry out any data protection assessments related to Supplier's Processing of Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with the Supervisory Authority concerned in connection with a data protection impact assessment related to Supplier's Processing of Personal Data.
- g) 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 Personal Data, and delete existing copies. If such return or destruction is not feasible, Supplier shall extend the protections of the Agreement to the Personal Data and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- h) Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement and this Supplement.



### **2.3.3 Data Security**

According to LGPD and subject to Section 1.4 of this Supplement, Supplier shall, as required by LGPD Art. 46, Art. 49, and Art. 50, maintain appropriate technical and organizational measures for the protection and the security of Personal Data, including but not limited to protection against unauthorized or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data.

### **2.3.4 Documentation obligation**

To the extent applicable to Supplier's Processing activities, Supplier shall maintain all records required by Article 37 of the LGPD and shall make them available to DXC upon request, including, at minimum, the following information:

- Supplier name and business address
- Name and contact details of Supplier's contact person
- Categories of Personal Data and related Data Subjects;
- Information on Transfers of Personal Data outside the Brazilian Territory and description of safeguards as required by Data Protection Laws
- Description of security measures implemented by Supplier as required by Article 46 of the LGPD
- A list of Sub-Processors used in Processing of Personal Data

### **2.3.5 Reporting and notification obligation**

If a Data Subject or a Supervisory Authority raises a request, complaint or enquiry with the Supplier concerning the Processing of Personal Data by the Supplier or its Sub-Processor, Supplier shall, unless legally prohibited, inform DXC without undue delay and within a term of 3 (three) business days in order to allow DXC to respond to the request, complaint or enquiry accordingly and prior to taking any significant measures in response to such requests. Supplier may correct, delete, and amend, or block the Processing of, Personal Data only if required by Data Privacy Laws or in accordance with written instructions from DXC.

### **2.3.6 Personal Data Breach**

- a) Supplier shall notify DXC of all Personal Data Breaches without undue delay, but no later than the notice period agreed for a Security Breach or otherwise stipulated in the Agreement or related security schedules. Supplier shall promptly and thoroughly investigate any suspected and/or confirmed Personal Data Breach.



- b) Supplier should without undue delay identify and report to DXC the cause and effect of such Personal Data Breach and take immediate steps upon approval from DXC for remediation of such Personal Data Breach.
- c) 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 concerned or affected Data Subjects).

The Personal Data Breach notification made by 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 Personal Data records concerned
- Name and contact details of the Supplier contact person handling the Personal Data Breach
- Description of likely consequences and/or realized consequences of the Personal Data Breach; and
- Description of the measures taken by Supplier to address the Personal Data Breach, to contain any risks associated with it, and to mitigate any adverse effects

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

### **2.3.7 Transfers of Personal Data**

In accordance with Article 33 of the LGPD, Supplier shall not, and shall not permit any Sub-processor to, Transfer any Personal Data outside Brazil without the prior consent of DXC. Supplier understands that in accordance with Article 33 of the LGPD, 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 In accordance with Article 33 of the LGPD, unless another adequacy mechanism for the Transfer exists which has been approved by the competent Supervisory Authorities.



### 2.3.8 Sub-Processors

- a) Supplier shall ensure that Personal Data will be Transferred to and Processed by any Sub- Processor solely (i) to the extent strictly necessary for the provision of the Services under the Agreement and (ii) in accordance with applicable Data Privacy Laws and/or any specific written instructions provided by DXC.
- b) Subject to Section 1.5 of this Supplement, Supplier shall notify DXC of any Sub-processors in advance of using Sub-Processors to Process Personal Data and shall obtain DXC's written consent to the use of such Sub-processors prior to commencing Processing of Personal Data ("**Approved Sub-processor**"). Supplier shall enter into a written agreement with each Subprocessor containing data protection obligations no less protective than those in the Agreement to the extent applicable to the nature of the Services provided by the Subprocessor.
- c) In the event DXC objects to the use of a Sub-Processor by Supplier, the Parties will, in good faith, 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 Sub-Processor.
- d) Supplier is entitled to use the Approved Sub-Processors stipulated in the Agreement.
- e) Supplier remains liable for the acts or omissions of its Sub-Processors as if the acts or omissions were Supplier's own.

### 2.3.9 Auditing

- a) DXC shall have the right to audit Supplier's or its Sub-Processors' compliance with the obligations set forth in this Supplement and any applicable Data Privacy Laws, including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel.
- b) Supplier shall provide DXC, or a third party appointed by DXC, with all information necessary to conduct the audit.



c) This Section shall apply in addition to any Audit clauses in the Agreement.

## **2.3.10 LGPD SUPPLEMENT – APPENDIX 1: PROCESSING DETAILS**

### **Data Subjects**

The Personal Data Processed concern the following categories of Data Subjects: set out in Section 1.3 of this Supplement

### **Categories of data**

The Personal Data Transferred concern the following categories of Personal Data: set out in Section 1.3 of this Supplement

### **Special categories of data (if appropriate)**

The Personal Data Transferred concern the following special categories of Personal Data: set out in Section 1.3 of this Supplement

### **Purpose of Processing**

The purpose of the Processing is: set out in Section 2.3.1 of this LGPD Supplement

### **Processing operations**

The Personal Data Transferred will be subject to the following basic Processing activities: set out in Section 2.3.1 of this LGPD Supplement



### 3 VERSION CONTROL

<b>Version</b>	<b>Change</b>	<b>Approver</b>
Data-Privacy-Supplement v26 May 2023	Initial Version	Global Data Protection
Data Privacy Supplement – Revision 19 Feb 2026	Rebranded /Reformatted	Global Data Protection
Data Privacy Supplement – Revision 4 March 2026	Reformatted	Global Data Protection