

Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

For the purpose of this Addendum, the capitalized terms below have the following meanings:

Non-Adequate Country means country located outside of the European Economic Area which the European Commission has not designated as having an adequate level of protection pursuant to an adequacy decision under the UK General Data Protection Act (2018).

Services means any hosted service, consulting, installation, customization, maintenance, support, staff augmentation, business, technical or other work that Supplier performs for IBM, as specified in the Transaction Document.


Terms means Supplier Privacy and Security Terms located at <https://www.kyndryl.com/privacy-and-security-terms> or an equivalent agreement between Kyndryl and Supplier, including the applicable Data Processing Exhibits.

Transaction Document means a Statement of Work, Work Authorization or similar document between Kyndryl and Supplier.

Part 1: Tables

Table 1: Parties

Start date	The start date is the date on which the Parties agreed to enter into the Terms or this Addendum, pursuant to other agreement referencing this Addendum.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: For MODULES ONE, TWO AND THREE of EU SCCs: The Exporter is Kyndryl Inc. or one of its affiliates or subsidiaries, signed the Transaction Document (Kyndryl), unless both Kyndryl and Supplier are located in the UK or a country considered to have an adequate level of data protection pursuant to an adequacy decision under Article 45 of the UK GDPR, in which case these Clauses are not required between Kyndryl and Supplier.</p> <p>MODULE FOUR of EU SCCs (if applicable): Transfer processor to controller: the Exporter is the entity, (Supplier), that 1) has contracted with the Importer (Kyndryl), to provide the Services and 2) is established in the UK.</p> <p>Main address (if a company registered)</p>	<p>Full legal name: For MODULES ONE, TWO AND THREE of EU SCCs: The Importer is Supplier if located in a country not considered to have an adequate level of protection pursuant to an adequacy decision under Article 45 of the UK GDPR.</p> <p>MODULE FOUR of EU SCCs (if applicable): Transfer processor to controller: the Importer is an entity (Kyndryl) that 1) has contracted with the Exporter (Supplier) for the Services, and 2) is established in a Non-Adequate Country and is not subject to UK data protection laws.</p> <p>Main address (if a company registered address): As set out in the Transaction Document.</p> <p>Official registration number (if any) (company number or similar identifier): As set out in the Transaction</p>

	<p>address): As set out in the Transaction Document</p> <p>Official registration number (if any) (company number or similar identifier): As set out in the Transaction Document or included on an official company register.</p>	<p>Document or as included on an official company register.</p>
<p>Key Contact</p>	<p>Job Title: As set out in the Transaction Document</p> <p>Contact details including email: As set out in the Transaction Document</p>	<p>Job Title: As set out in the Transaction Document</p> <p>Contact details including email: As set out in the Transaction Document</p>
<p>Signature (if required for the purposes of Section 2)</p>	<p>On behalf of Kyndryl pursuant to a power of attorney or delegation of authority:</p> <p>Signature:</p>  <p>Date: February 13, 2025</p> <p>Name: Michael Spragge</p> <p>Position: Vice President & Associate General Counsel, Kyndryl Cybersecurity, Privacy, Data & AI Legal</p>	<p>By entering into the Terms, Supplier is hereby entering into this Addendum, provided Supplier is located in a Non-Adequate Country.</p> <p>Signature and date: Pursuant to Kyndryl's Supplier Privacy and Security Terms, Supplier is entering into these Clauses, provided Supplier is located in a Non-Adequate Country.</p> <p>If Module 4 applies, then Supplier has entered into this Addendum as the Exporter and is located in UK.</p>

	<p>If Module 4 applies, then Kyndryl has entered into this Addendum as the Importer.</p>	
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Table 2: Selected SCCs, Modules and Selected Clauses

<p>Addendum EU SCCs</p>	<p>X The version of the Approved EU SCCs, which this Addendum is appended to, including the Appendix Information, signed by Kyndryl and published at https://www.kyndryl.com/procurement/terms/privacy-and-security-terms.</p> <p>Date: See the Approved EU SCCs to which this Addendum is appended at https://www.kyndryl.com/procurement/terms/privacy-and-security-terms.</p> <p>Reference (if any): N/A</p> <p>Other identifier (if any): N/A</p>
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

<p>Annex 1A: List of Parties:</p>	<p>See the Appendix of the Addendum to the respective EU SCCs, signed by Kyndryl and published at https://www.kyndryl.com/procurement/terms/privacy-and-security-terms.</p>
<p>Annex 1B: Description of Transfer:</p>	
<p>Annex II: Technical and organisational measures including technical and organisational measures to</p>	

<p>ensure the security of the data:</p>	
<p>Annex III: List of Sub processors (Modules 2 and 3 only):</p>	

Table 4: Ending this Addendum when the Approved Addendum Changes

<p>Ending this Addendum when the Approved Addendum changes</p>	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
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Part 2: Mandatory Clauses

Alternative Part 2 Mandatory Clauses:

<p>Mandatory Clauses</p>	<p>Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.</p>
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