DATA PRIVACY SUPPLEMENT

1. GENERAL PROVISIONS: 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 Subject means a natural person whose Personal Data is Processed under the Agreement.

EEA means the Member States of the European Union ("EU") plus Norway, Iceland, Lichtenstein

and for the purposes of this document also Switzerland, as amended from time to time.

EU GDPR means the EU 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.

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.

UK Standard Contractual Clauses (UK SCC) UK Standard Contractual Clauses (UK SCC) or UK International Data Transfer Agreement (UK IDTA) means a set of standard contractual clauses authorized by the United Kingdom's ("UK") Information Commissioner's Office to be used for transfers of Personal Data between UK exporter organizations and non-UK importer organizations and any amendments thereto.

LGPD

means the Brazilian General Data Protection Law (Federal Law no.13,709/18) as amended from time to time.

2. GENERAL PROVISIONS: 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

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

<u>Industry or business</u>: Supplier's industry or business is described in the Agreement.

3. GENERAL PROVISIONS: Description of the Data Processing

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.

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.

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 as 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.

4. GENERAL PROVISIONS: Technical and Organizational Measures to Ensure the Security of Personal Data

Description of the technical and organizational measures implemented by Supplier and any Sub-Processor to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, and the risks for the rights and freedoms of natural persons:

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

5. GENERAL PROVISIONS: Sub-Processors

Sub-Processors are used by Supplier as specified in the Agreement. To the extent feasible, 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.

6. COUNTRY-SPECIFIC SUPPLEMENTS

6.1. 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.

6.1.1. Background, Purpose and Rules in case of Conflict

- 6.1.1.1. 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.
- 6.1.1.2. 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 6.1.2.3. herein.
- 6.1.1.3. 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.
- 6.1.1.4. In the event of any conflict between the terms of this EU Supplement, the EU SCC, and the Agreement, the following order of precedence shall apply:
 - EU SCCs
 - EU Supplement
 - The Agreement

6.1.2. Supplier Obligations

- 6.1.2.1. 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 6.1.2.7 below.

- e) 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 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.

6.1.2.2. Data security

According to EU GDPR, and subject to Section 4 of this Supplement, Supplier shall maintain, appropriate technical and organisational measures for the protection and the security of Personal Data, including but not limited to 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.

6.1.2.3. 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 name and address;
- Name and contact details of a Supplier contact person;
- Categories of Personal Data and related Data Subjects involved;
- Information on transfers of Personal Data outside the EEA, countries involved;
- Description of security measures implemented to protect the data transfer; and
- A list of Sub-Processors engaged in the Processing of Personal Data.

6.1.2.4. 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 prejudicial 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.

6.1.2.5. 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 nay 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.

6.1.2.6. 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 extend 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 EU 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.

6.1.2.7. 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 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.

6.1.2.8. 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 Section 8 "DXC Audit of Supplier & Supplier's Subcontractor" in the Agreement.

6.1.3. EEA SUPPLEMENT - APPENDIX 1

EU STANDARD CONTRACTUAL CLAUSES

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

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://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN and any amendments thereto.

The EU SCC as amended from time to time 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 extend 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+4 shall not apply.
- Clause 7 (optional) shall apply.

SECTION II

- Clause 9 (a): Option 1 shall apply with reference to paragraph 2.7 "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 2+3 of this Supplement shall serve as Annex I to the EU SCC.

ANNEX II: Section 4 of this Supplement shall serve as Annex II to the EU SCC.

ANNEX III: Section 5 of this Supplement shall service as Annex III to the EU SCC.

6.2. 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.

6.2.1. Background Purpose and Rules in case of Conflict

- 6.2.1.1. 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.
- 6.2.1.2. 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, are described in Section 6.1.2.3. herein.
- 6.2.1.3. 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.
- 6.2.1.4. In the event of any conflict between the terms of this UK Supplement, the UK SCC, and the Agreement, the following order of precedence shall apply:
 - UK SCCs
 - UK Supplement
 - · The Agreement

6.2.2. Supplier Obligations

- 6.2.2.1. General principles applicable to the Processing of Personal Data
 - 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 6.2.2.7 below.
 - e) 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 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.
- Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement.

6.2.2.2. Data security

According to UK GDPR, and subject to Section 4 of this Supplement, Supplier shall maintain, appropriate technical and organisational measures for the protection and the security of Personal Data, including but not limited to 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.

6.2.2.3. 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 name and address;
- Name and contact details of a Supplier contact person;
- Categories of Personal Data and related Data Subjects involved;
- Information on transfers of Personal Data outside the EEA, countries involved;
- Description of security measures implemented to protect the data transfer; and
- A list of Sub-Processors engaged in the Processing of Personal Data.

6.2.2.4. 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 prejudicial 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.

6.2.2.5. 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;
- Description of the measures taken by Supplier to address the Personal Data Breach, to contain nay 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.

6.2.2.6. 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 extend applicable and legally required, the Transfer of Personal Data to a country outside the UK shall be governed by the UK SCC, 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.

6.2.2.7. 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 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.

6.2.2.8. 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 Section 8 "DXC Audit of Supplier & Supplier's Subcontractor" in the Agreement.

6.2.3. UK SUPPLEMENT - APPENDIX 1

UK STANDARD CONTRACTUAL CLAUSES

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

The Parties agree to adopt and adhere to the UK SCC approved by the UK Information Commissioner's Office and which are available at https://ico.org.uk/media/for-organisations/documents/2618973/uk-sccs-c-p-202012.docx and any amendments thereto.

The UK SCC as amended from time to time are incorporated by reference within this Appendix 1 to the UK Supplement.

The Parties agree upon the following specifications to the UK SCC to the extend necessary to complete the UK SCC.

ANNEXES

ANNEX I: Sections 2, 3 and 5 of this Supplement shall serve as Annex I to the UK SCC.

ANNEX II: Section 4 of this Supplement shall serve as Annex II to the UK SCC.

6.3. BRAZIL LGPD SUPPLEMENT

In the event that (i) Supplier is established or providing Services to a DXC company established 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) as amended from time to time applies to the relevant DXC company and/or the Supplier, Supplier shall comply with the following LGPD requirements.

6.3.1. Background Purpose and Rules in case of Conflict

- 6.3.1.1. This LGPD 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
- 6.3.1.2. 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.
- 6.3.1.3. 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.
- 6.3.1.4. In the event of any conflict between the terms of this Supplement, the Agreement, Data Protection Laws the following order of precedence shall apply:
 - Data Protection Laws;
 - This Supplement and its appendices;
 - The Agreement.

Brazil LGPD Supplement (Portuguese/English)			
	Aditivo LGPD	LGPD Supplement	
Caso (i) o Fornecedor esteja estabelecido ou prestando Serviços a uma empresa DXC estabelecida no Território Brasileiro; (ii) o Fornecedor esteja estabelecido ou prestando Serviços à DXC do Território Brasileiro; ou (iii) a Lei Geral de Proteção de Dados (Lei Federal nº 13.709/18), conforme alterada de tempos em tempos, se aplique à empresa DXC relevante e/ou ao Fornecedor, o Fornecedor deverá cumprir os seguintes requisitos da LGPD.		In the event that (i) Supplier is established or providing Service to a DXC company established on the Brazilian Territory; (ii) th Supplier is established or providing Services to DXC fro Brazilian Territory; or (iii) the Brazilian General Data Protectic Law (Federal Law no.13,709/18) as amended from time to tim applies to the relevant DXC company and/or the Supplier Supplier shall comply with the following LGPD requirements.	
1.	PREÂMBULO, PROPÓSITO E REGRAS EM CASO DE CONFLITO	BACKGROUND, PURPOSE & RULES IN CASE CONFLICT	
1.1	Este Aditivo LGPD (" Aditivo ") estabelece os termos e condições para o Tratamento de Dados Pessoais pelo Fornecedor em nome da DXC nos termos do Contrato. Este Aditivo é parte integrante do Contrato.	1.1 This LGPD Supplement ("Supplement") sets out the terms and conditions for the Processing of Person Data by Supplier on behalf of DXC under the Agreement. This Supplement forms an integral part of the Agreement.	
1.2	Os detalhes do Tratamento de Dados Pessoais, nomeadamente a duração, objeto e as finalidades do Tratamento, bem como os tipos de Dados Pessoais Tratados, categorias de Titulares dos Dados aos quais os Dados Pessoais se referem. ("Detalhes do Tratamento"), são descritos no Apêndice 1 deste Aditivo.	1.2 The details of Processing of the Personal Dat namely the duration, subject matter and purposes Processing, as well as the types of Personal Dat Processed, categories of Data Subjects to whom the Personal Data relates ("Processing Details"), a described in Appendix 1 to this Supplement.	
1.3	O Fornecedor atua como Operador e a DXC atua como Controladora de Dados Pessoais. No caso de a DXC atuar como Operadora em nome de seus clientes Controladores, o Fornecedor deverá atuar como um Sub-operador para DXC e a DXC exercerá os direitos do Controlador em nome do cliente Controlador conforme descrito neste Aditivo.	1.3 Supplier acts as a Processor and DXC acts as Controller of Personal Data. In case DXC acts as 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 the Controller customer as described in the Supplement.	
1.4	Em caso de qualquer conflito entre os termos deste Aditivo, do Contrato e das Leis de Proteção de Dados, a seguinte ordem de precedência será aplicada: i) Leis de Proteção de Dados;	In the event of any conflict between the terms of the Supplement, the Agreement, Data Protection Law the following order of precedence shall apply:i) Data Protection Laws;	
	ii) Este Aditivo e seus apêndices; iii) O Contrato.	ii) This Supplement and its appendices; iii) The Agreement.	

2.	DEFINIÇÕES	2.	DEFINITIONS
Os termos	s em maiúsculas usados neste Aditivo têm os	Capitalized	I terms used in this Supplement have the meaning as
	s estabelecidos no Contrato, no Artigo 5º da LGPD		the Agreement, Article 5 of the LGPD, or as set forth
Controlad	or(a) significa uma pessoa que (sozinha ou em	Data Cant	roller means a person who (either alone or jointly or in
conjunto o finalidades (conforme de Dados) por lei pod	bu em comum com outras pessoas) determina as se e a maneira pela qual quaisquer Dados Pessoais definido nesta seção sobre Privacidade e Proteção são, ou serão, Tratados. Uma pessoa reconhecida de ser uma organização, um indivíduo ou qualquer oa jurídica incorporada ou não.	common wand the mand this section Protection may be an	ith other persons) determines the purposes for which, anner in which, any Personal Data (used throughout in as defined in this section on Privacy & Data is, or is to be, Processed. A person recognized in law organization, an individual, or any other corporate or ated bodies of persons.
Operador	(a) em relação aos Dados Pessoais, significa	Data Proc	essor in relation to Personal Data, means any person
qualquer exclusivan Controlado operador o Sub-opera	pessoa que Trate os Dados Pessoais nente em nome e de acordo com as instruções do or. O termo Operador incorpora a função de Subquando a parte que fornece os Dados Pessoais ao dor atua como um Operador em nome de um e é o Controlador.	who Proce accordance term Data Processor the Data S	esses the Personal Data solely on behalf of and in e with the instructions from the Data Controller. The Processor incorporates the function of a Data Subin case where the party providing the Personal Data to ub- Processor acts as a Data Processor on behalfof a who is the Data Controller.
relacionad limitando à e quaisque	roteção de Dados significa todas as leis em vigor as à proteção de dados, incluindo, mas não se a LGPD, quaisquer leis nacionais de implementação er alterações às mesmas para fins de Tratamento de asoais relativos a Titulares dos Dados localizados no rasileiro.	relating to any nation purposes of	ection Laws means any laws in force from time to time data protection, including, but not limited to the LGPD, al implementing laws and any amendments thereto for f Processing of Personal Data relating to Data Subjects cated on the Brazilian Territory.
Titular do	s Dados significa uma pessoa natural cujos	Data Subi	ect means a natural person whose Personal Data is
Dados Pes	esoais são Tratados pelo Fornecedor nos termos do deste Aditivo.		by Supplier under the Agreement and this Supplement.
	nifica a Lei Geral de Proteção de Dados (Lei Federal 18) e suas alterações.		ans the Brazilian General Data Protection Law (Federal 3,709/18) and anyamendments thereto.
			(1)
qualquer a seja o Fori Fornecedo	dor significa (i) qualquer subcontratado, (ii) filiado do Fornecedor, e/ou (iii) um terceiro (que não necedor ou afiliado do Fornecedor), contratado pelo or para Tratar Dados Pessoais de acordo com o este Aditivo.	Supplier, a	essor means (i) any subcontractor, (ii) any affiliate of and/or (iii) a third party (other than the Supplier or filiate), engaged by Supplier to Process Personal Data nace with the Agreement and this Supplement.
Transferi	Transferide ou Transferinde significa (a) a	Transfer	Franciarrad or Transferring manne (a) the role action
realocação	, Transferido ou Transferindo significa (a) a o de Dados Pessoais de um local para outro e/ou (b) emoto aos Dados Pessoais de um local para outro.	of Persona	Transferred or Transferring means (a) the relocation al Data from one location to another, and /or (b) the cess to Personal Data from one location to another
3.	OBRIGAÇÕES DO FORNECEDOR	3.	SUPPLIER OBLIGATIONS
3.1	Princípios gerais aplicáveis ao Tratamento de Dados Pessoais	3.1	General principles applicable to the Processing of Personal Data
3.1.1	O Fornecedor Tratará Dados Pessoais de acordo	3.1.1	The Supplier shall Process Personal Data in
J.2.2	com os requisitos das Leis de Proteção de Dados.		accordance with the requirements of Data Protection

			Laws.
3.1.2	O Fornecedor Tratará Dados Pessoais apenas seguindo instruções anteriores documentadas da DXC, incluindo no que diz respeito a Transferências de Dados Pessoais para um local ou organização internacional fora do Brasil. As instruções documentadas anteriores devem ser fornecidas no Contrato, neste Aditivo ou em outra forma, a menos que prescrito de outra forma por uma disposição das Leis de Proteção de Dados aplicáveis ao Fornecedor. O Fornecedor deve informar imediatamente a DXC se, na opinião do Fornecedor, uma instrução emitida pela DXC em relação aos Dados Pessoais possa infringir uma Lei Aplicável ou os termos do Contrato.	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 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 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	O Fornecedor deve garantir que seu pessoal envolvido no Tratamento de Dados Pessoais seja informado da natureza confidencial dos Dados Pessoais, tenha recebido treinamento apropriado sobre suas responsabilidades e esteja sujeito a compromissos de confidencialidade.	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	O Fornecedor deve seguir as condições relativas à contratação de Suboperadores conforme prescrito na Seção 3.7 - 'Suboperador' deste Aditivo.	3.1.4	Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 3.7 – 'Sub-processor' of this Supplement.
3.1.5	O Fornecedor deve auxiliar a DXC por meio de medidas técnicas e organizacionais apropriadas, na medida do possível, para o cumprimento da obrigação da DXC de responder às solicitações dos Titulares dos Dados, levando em consideração a natureza do Tratamento.	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	O Fornecedor deve fornecer à DXC cooperação e assistência razoáveis necessárias para cumprir a obrigação da DXC de acordo com a LGPD de realizar uma avaliação do impacto da proteção de dados relacionada ao Tratamento de Dados Pessoais realizado pelo Fornecedor. O Fornecedor deve fornecer assistência razoável à DXC, em relação à consulta com a Autoridade Nacional em conexão com uma avaliação de impacto de proteção de dados relacionada ao Tratamento de Dados Pessoais pelo Fornecedor.	3.1.6	Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfill DXC's obligation under the LGPD 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 the Supervisory Authority in connection with a data protection impact assessment related to the Supplier's Processing of the Personal Data.
3.1.7	O Fornecedor deve, a critério do DXC, e mediante qualquer solicitação fornecida pela DXC ao Fornecedor por escrito, excluir ou devolver todos os Dados Pessoais à DXC após o término da prestação dos Serviços relacionados ao Tratamento dos Dados Pessoais e excluir as cópias existentes desses Dados Pessoais a menos que as Leis de Proteção de Dados exijam a retenção dos Dados Pessoais.	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.

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3.1.8	O Fornecedor deve fornecer à DXC todas as informações necessárias para demonstrar o cumprimento das obrigações estabelecidas no Contrato e neste Aditivo.	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	Segurança de Dados	3.2	Data security
De acordo com o Contrato e levando em consideração a natureza do Tratamento de Dados Pessoais em relação aos Serviços prestados, o Fornecedor deverá, conforme exigido pelo art. 46 e art. 49 da LGPD, manter medidas técnicas e organizacionais adequadas para a proteção da segurança dos Dados Pessoais, incluindo proteção contra Tratamento não autorizado ou ilegal e contra destruição acidental ou ilegal, perda ou alteração ou dano, divulgação não autorizada ou acesso a Dados Pessoais.		nature of P provided, S maintain ap protection against ur accidental	roce with the Agreement and taking into account the Processing of Personal Data in relation to the Services Supplier shall, as required by LGPD Art. 46 and Art. 49, ppropriate technical and organisational measures for of the security of Personal Data, including protection nauthorised or unlawful Processing, and against or unlawful destruction, loss or alteration or damage, ed disclosure of, or access to, Personal Data.
3.3	Obvigação do Bogistro	3.3	Decumentation obligation
5.5	Obrigação de Registro	5.5	Documentation obligation
Na medida do aplicável às atividades de Tratamento do Fornecedor para a DXC, o Fornecedor deve manter todos os registros exigidos pelo Artigo 37 da LGPD e deve disponibilizálos à DXC mediante solicitação. O Fornecedor deve, no mínimo, documentar em formato eletrônico as seguintes informações sobre o Tratamento de Dados Pessoais e divulgá-las à DXC mediante solicitação:		DXC, Supp the LGPD a Supplier sh following in	ent applicable to Supplier's Processing activities for blier shall maintain all records required by Article 37 of and shall make them available to DXC upon request. In all, at minimum, document in an electronic form the formation concerning the Processing of Personal Data see them to DXC upon request:
i.	detalhes de contato do Fornecedor;	i. co	ontact details of Supplier;
ii.	nome e detalhes de contato da pessoa de contato do Fornecedor;	ii. na Supplier;	ame and contact details of the contact person of
iii.	categorias de Dados Pessoais Tratados em nome da DXC;	iii. ca	ategories of Personal Data Processed on behalf of
iv	informações sobre Transferências de Dados Pessoais para fora do Território Brasileiro e descrição das salvaguardas conforme exigido pelas Leis de Proteção de Dados;	Brazilian T	formation on Transfers of Personal Data outside the erritory and description of safeguards as required by ction Laws;
V.	uma descrição das medidas implementadas pelo Fornecedor conforme exigido pelo Artigo 46 da LGPD; e		description of measures implemented by Supplier as quired by Article 46 of the LGPD;
vi	uma lista de Sub-Operadores usados no Tratamento de Dados Pessoais; e	vi. a Data; and;	list of Sub-Processors used in Processing of Personal
vi	. as informações listadas no Apêndice 1 Detalhes de Processamento.	vii. th	ne information listed in Appendix 1 Processing Details.
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3.4 Relatório e obrigação de notificação	3.4 Reporting and notification obligation
3.4.1 No caso de um Titular dos Dados ou da Autoridade Nacional fazer uma solicitação, reclamação ou consulta ao Fornecedor em relação ao Tratamento de Dados Pessoais pelo Fornecedor, o Fornecedor deverá informar a DXC de tal solicitação, reclamação ou consulta. O Fornecedor deve notificar a DXC sem atrasos indevidos antes de tomar quaisquer medidas exigidas por tais solicitações. O Fornecedor pode corrigir, excluir e alterar Dados Pessoais ou bloquear o Tratamento de Dados Pessoais em nome da DXC somente quando exigido pelas Leis de Proteção de Dados ou instruções escritas da DXC.	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 Violação de Dados Pessoais	3.5 Personal Data Breach
O Fornecedor deve notificar a DXC de todas as Violações de Dados Pessoais (conforme definido na LGPD) sem demora indevida, mas não após do prazo acordado em relação à violação ou notificação de incidente de segurança no Contrato, DNSS ou programações de segurança da informação relacionadas. O Fornecedor deve investigar imediata e completamente todas as alegações de Violação de Dados Pessoais.	Supplier shall notify DXC of all Personal Data Breaches (as defined in the LGPD) 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.
O Fornecedor deve envidar esforços razoáveis para identificar a causa de tal Violação de Dados Pessoais e tomar as medidas razoáveis especificadas pela DXC para remediar a causa de tal Violação de Dados Pessoais.	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.
O Fornecedor fornecerá assistência e cooperação razoáveis, conforme solicitado pela DXC e/ou pelos representantes designados da DXC, na promoção de qualquer correção ou remediação de qualquer Violação de Dados Pessoais e/ou a mitigação de qualquer dano potencial (incluindo em relação a qualquer notificação da Autoridade Nacional ou Titulares dos Dados afetados).	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).
A notificação de Violação de Dados Pessoais feita pelo Fornecedor à DXC deve conter pelo menos o seguinte:	The Personal Data Breach notification made by the Supplier to DXC shall contain at least the following:
 descrição da natureza da Violação de Dados Pessoais, incluindo as categorias e número aproximado de Titulares dos Dados em questão e as categorias e número aproximado de registros de dados em questão; 	 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;
 nome e detalhes de contato da pessoa de contato do Fornecedor que está lidando com a Violação de Dados Pessoais; 	
 descrição de consequências prováveis e/ou consequências percebidas da Violação de Dados Pessoais; e 	

 descrição das medidas que o Fornecedor tomou para lidar com a violação de Dados Pessoais e para mitigar seus efeitos adversos. 	mitigate its adverse effects.
Se não for possível fornecer as informações listadas ao mesmo tempo, as informações devem ser fornecidas pelo Fornecedor assim que razoavelmente praticável.	If it is not possible to provide the information listed at the same time, the information shall be provided bythe Supplier as soon as reasonably practicable.
3.6 Transferências de Dados Pessoais	3.6 Transfers of Personal Data
De acordo com o Artigo 33 da LGPD, o Fornecedor não deve Transferir, e não deve permitir que qualquer Sub-Operador, Transfira quaisquer Dados Pessoais para fora do Brasil sem o consentimento prévio da DXC. O Fornecedor entende que, de acordo com o Artigo 33 da LGPD, deve existir proteção adequada para os Dados Pessoais após a Transferência e irá, se solicitado pela DXC, celebrar um acordo apropriado com a DXC que rege essa Transferência de acordo com o Artigo 33 da LGPD, a não ser que outro mecanismo de adequação para a Transferência exista que tenha sido aprovado pela Autoridade Nacional.	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 relevant Supervisory Authorities.
3.7 Sub-Operadores	3.7 Sub-Processors
O Fornecedor deve, e deve garantir que qualquer Sub- Operador agindo sob a autoridade do Fornecedor Trate e transfira os Dados Pessoais apenas (i) conforme necessário para prestar os Serviços e (ii) de acordo com as instruções documentadas específicas que o Fornecedor recebeu da DXC, a menos que seja exigido de outra forma para cumprir quaisquer Leis de Proteção de Dados, caso em que o Fornecedor deverá fornecer um aviso prévio à DXC de tal requisito legal, a menos que a lei proíba essa divulgação por motivos relevantes de interesse público.	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.
O Fornecedor deve notificar a DXC sobre a identidade dos Sub-Operadores antes de usá-los para Tratar Dados Pessoais e deve obter o consentimento da DXC para o uso de tais Sub-Operadores antes que eles iniciem o Tratamento de Dados Pessoais ("Suboperador Aprovado"). O Fornecedor garantirá que celebrou um contrato por escrito com cada Sub-Operador contendo obrigações de proteção de dados não menos protetivas do que as deste Aditivo com relação à proteção de Dados Pessoais na medida aplicável à natureza dos Serviços prestados por tal Sub-Operador.	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 inthis Supplement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.
No caso de a DXC se opor a um Sub-Operador, o Fornecedor envidará esforços razoáveis para disponibilizar à DXC uma mudança nos Serviços ou recomendar uma mudança comercialmente razoável na configuração da DXC ou no uso dos Serviços para evitar o Tratamento de Dados Pessoais pelo novo Sub-Operador.	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 ofthe Services to avoid Processing of Personal Data by the relevant new Sub-processor.

de seus Sub-Operadores como se fossem seus.	Processors as if they were its own.	
3.8 AUDITORIA	3.8 AUDITING	
O Fornecedor deve fornecer à DXC ou a um terceiro nomeado pela DXC todas as informações necessárias para demonstrar o cumprimento das obrigações estabelecidas neste Aditivo e nas Leis de Proteção de Dados.	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	
A DXC terá o direito de auditar a conformidade do Fornecedor ou de seus Sub-Operadores com as obrigações estabelecidas neste Aditivo e nas Leis de Proteção de Dados (incluindo o direito de inspecionar registros, sistemas e instalações relevantes e entrevistar o pessoal relevante do Fornecedor).	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).	
Esta Seção 3.8 deve ser aplicada em adição à Seção (Auditoria DXC do Fornecedor) no Contrato.	This Section 3.8 shall apply in addition to Section (DXC Audit of Supplier) in the Agreement.	

Aditivo LGPD – APÊNDICE 1: DETALHES DE TRATAMENTO	LGPD Supplement - APPENDIX 1: PROCESSING DETAILS	
Titulares de Dados	Data Subjects	
Os Dados Pessoais Tratados referem-se às seguintes categorias de Titulares dos Dados: [Completar]	The Personal Data Processed concern the following categories of Data Subjects: [To be completed]	
Categorias de dados	Categories of data	
Os Dados Pessoais Transferidos referem-se às seguintes categorias de Dados Pessoais: [Completar]	The Personal Data Transferred concern the following categories of Personal Data: [To be completed]	
Dados Sensíveis (se apropriado)	Special categories of data (if appropriate)	
Os seguintes Dados Pessoais são considerados sensíveis: [Completar]	The Personal Data Transferred concern the following special categories of Personal Data: [To be completed]	
Objetivo do Tratamento	Purpose of Processing	
O objetivo do Tratamento é: [Completar]	The purpose of the Processing is: [To be completed]	
Operações de Tratamento	Processing operations	
Os Dados Pessoais Transferidos estarão sujeitos às seguintes atividades básicas de Tratamento: [Completar]	The Personal Data Transferred will be subject to the following basic Processing activities: [To be completed]	