

Schedule A to the DPVSA

Details of Personal Data and Processing

This document is dated as per the contractual agreement duly signed with HCL (“Effective Date”) and is concluded between HCL Technologies Limited and/or its Affiliates, (hereinafter, “HCL and its affiliates acting in the capacity of Controller/Processor/ Data Exporter, as applicable) and, **Third Party/Vendor/Supplier** as per the contractual agreement duly signed with HCL, (hereinafter, “Vendor”, acting in the capacity of Processor/Sub-Processor/Data Importer, as applicable). Each of the above is separately "Party" and together "the Parties".

Terms not defined herein shall have the meaning ascribed in the Data Processing and Vendor Security Agreement (“DPVSA”) available at <[HCL Vendor Privacy and Information Security Requirements | HCL Technologies](#)>.

I. LIST OF PARTIES

Data exporter(s):

1. Name: **HCL Technologies Ltd and its EU/EEA Affiliates**
Address: **806 Siddharth Complex, 96, Nehru Place, New Delhi, India**
Activities relevant to the data transferred under these Clauses: ... **As specified in the contractual agreement duly signed with HCL**

Data Protection Officer:

Dyann Heward Mills, Heward Mills Limited, Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, DO2 T292

Contact details: **hclppo@hcl.com**

Role (controller/processor): **Controller**

2. Name: **HCL America Inc (business identity code C1505609) and/ or on behalf of its EU/EEA Affiliates**

Address: **330, Potrero Avenue, Sunnyvale, California 94085**

Activities relevant to the data transferred under these Clauses: ... **As specified in the contractual agreement duly signed with HCL**

Data Protection Officer: Dyann Heward Mills, Heward Mills Limited, Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, DO2 T292

Contact details: **hclppo@hcl.com**

Role (controller/processor): **Controller**

3. Name: **HCL Technologies Ltd on behalf of its non-EU/EEA Affiliates**

Address: **806 Siddharth Complex, 96, Nehru Place, New Delhi, India**

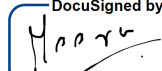
Activities relevant to the data transferred under these Clauses: ... **As specified in the contractual agreement duly signed with HCL**

Data Protection Officer: Dyann Heward Mills, Heward Mills Limited, Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, DO2 T292

Contact details: **hcl dpo@hcl.com**

Role (controller/processor): **Controller**

Signature and Date: []

DocuSigned by:

 D6E8F0304367474...
 Meenu Chandra

4/5/2022

Data importer(s):

1. Name: ...**As specified in the contractual agreement duly signed with HCL**

Address: ... **As specified in the contractual agreement duly signed with HCL**

Contact person's name, position and contact details: ... **As specified in the contractual agreement duly signed with HCL**

Activities relevant to the data transferred under these Clauses: ... **As specified in the contractual agreement duly signed with HCL**

Signature and date: ... **As specified in the contractual agreement duly signed with HCL**

Role (controller/processor): ...**Processor/Sub-Processor**

II. DESCRIPTION OF TRANSFER/PROCESSING

Categories of data subjects whose personal data is transferred/processed

The personal data transferred concern the following categories of prospective and current data subjects belonging to or related to HCL or its Clients:

- i. representatives or representatives of suppliers;*
- ii. employees, contractors and consultants, and such employee's next of kin;*
- iii. recruitment applicants/candidates;*
- iv. advisers who are individual persons and*
- v. representatives of existing and potential business partners (such as dealers, importers, auction houses, governmental authorities and schools);*
- vi. Analysts, Journalists, Media publishers and Guests;*
- vii. End-customers of HCL;*
- viii. End-customers of Clients;*
- ix. Any other third parties, not listed above, whose personal data might be processed incidentally.*

Categories of personal data transferred/processed

The personal data transferred concern the following categories:

Email address, job location, job title, , company name, computer access details, key employment dates, working hours, language, place of residence, date of birth, employee number, employee status, contact information, name and surname, business travel related details training attendance/history, correspondence address, qualification and qualification gap.

Sensitive data transferred/processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Not Applicable

The frequency of the transfer/processing (e.g. whether the data is transferred/processed on a one-off or continuous basis).

Continuous. Further, the frequency of the transfer will depend on the duration of the agreement duly signed with HCL.

Nature of the processing

The nature of processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc. and as specified in the agreement duly signed with HCL.

Purpose(s) of the data transfer and further processing

The Vendor/Supplier will process the personal data as part of its performance of the Services to HCL and/or its Clients/Partners/Affiliates and as agreed in the agreement duly signed with HCL.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The personal data will be retained as per the agreement duly signed with HCL and/or in accordance with the applicable laws and regulations that the data importer is subjected to.



*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
As specified in the agreement duly signed with HCL*

III. TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) 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 will adhere to the requirements available on [HCL Vendor Privacy and Information Security Requirements | HCL Technologies](#)

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Sub-processors will adhere to the requirements available on [HCL Vendor Privacy and Information Security Requirements | HCL Technologies](#)

IV. LIST OF SUB-PROCESSORS

HCL has authorised the use of the following sub-processors:

1. Name: ***As authorized by HCL and as per the agreement duly signed with HCL***
Address: ***As authorized by HCL and as per the agreement duly signed with HCL***
Contact person's name, position and contact details: ***As authorized by HCL and as per the agreement duly signed with HCL***
Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ***As authorized by HCL and as per the agreement duly signed with HCL***