Dear

IBM believes that the best outcome for business is that the current negotiations on the United Kingdom's exit from the European Union ("Brexit") will result in a transition period and future arrangements which will support business. However, as things currently stand, the UK will exit the EU and the European Economic Area, effective 11pm UK time on March 29th 2019, with no withdrawal agreement.

Although there is still much uncertainty, IBM is taking proactive measures to plan for this situation and enable the continued provision of goods and services. One of the key areas which may be affected is the free flow of data.

Protecting client data is of utmost importance to IBM. Your company may have agreements in place with IBM group companies providing services that involve the processing of personal data. In order to help ensure both your and IBM's compliance with applicable data protection law, on the date that the UK leaves the EU, the following will take effect:

1. **References to the General Data Protection Regulation (GDPR) in the applicable contracts will include the UK Data Protection Act 2018** to the extent it applies. Other references to EU or EEA legislation will include any implementing or equivalent UK legislation, to the extent relevant.
2. **The transfer of personal data from the EEA to the UK will be classed as an international transfer.** To permit these data transfers to continue uninterrupted, the following applies to the extent that such transfer is considered a transfer to a "non-adequate" country under the GDPR:
    - **IBM UK entities acting as Processors or Subprocessors will be added as data importers under existing EU Standard Contractual Clauses, based on your jurisdiction.**
    - **Those external vendors located in the UK and listed as Subprocessors in existing agreements with you will be bound by IBM to the same obligations imposed on IBM** under the applicable EU Standard Contractual Clauses.

Additionally, in certain agreements with IBM, there may be a statement of territorial scope (for example, for the purposes of IBM warranty support) which includes