

STANDARD CONTRACTUAL CLAUSES

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This document may be updated from time to time by McKinsey & Company, Inc. United States on behalf of itself and its affiliates (together “**McKinsey**”) to reflect the promulgation of additional or amended standard contractual clauses or similar approved transfer mechanisms promulgated by data protection authorities and required to effectuate the lawful transfer of personal data in connection with the applicable services agreement (the “**Agreement**”).

The relevant standard contractual clauses, as linked below and executed by McKinsey are, as applicable for the respective transfer of personal data, deemed automatically incorporated into the Agreement by virtue of reference to this page and execution of such Agreement by McKinsey and the respective service provider, supplier or licensor (“**Service Provider**”).

A. Data exporters established inside the European Economic Area

1. The following standard contractual clauses shall apply in the event that McKinsey’s personal data is transferred in the absence of an adequacy decision of the competent authority (i) that is subject to the General Data Protection Regulation (2016/679) to Service Provider or to any of Service Provider's affiliates outside of the European Economic Area, or that is subject to the Swiss Federal Act on Data Protection to Service Provider or to any of Service Provider's affiliates outside of Switzerland in either case where such transfer occurs on or after September 27th, 2021; OR (ii) that is subject to the UK GDPR to Service Provider or to any of the Service Provider’s affiliates outside of the UK on or after March 21st, 2022; (iii) OR where otherwise agreed by the parties or required by applicable law:

- Standard contractual clauses as implemented by the Commission Implementing Decision (EU) 2021/914 of June 4th, 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 (“**EU Standard Contractual Clauses**”):
 - a. MODULE ONE: (Controller – Controller) If the Service Provider acts as a Controller and McKinsey acts as a Controller by processing the personal data for its own business purposes to deliver services and solutions to McKinsey as applicable to Service Provider’s services set forth in the Agreement and as available at <https://www.mckinsey.com/~media/mckinsey/Legal/Main/SCCs-Module-1-C2C-Vendor.pdf>.
 - b. MODULE TWO: (Controller-to-Processor) If McKinsey acts as a Controller and the Service Provider acts as a Processor as applicable to Service Provider’s services set forth in the Agreement and as available at <https://www.mckinsey.com/~media/mckinsey/Legal/Main/2021-sccs-cp.pdf>.
 - c. MODULE THREE: (Processor-to-Processor) If McKinsey acts as a Processor and the Service Provider acts as Sub-processor, as applicable to Service Provider’s services set forth in the Agreement and as available at <https://www.mckinsey.com/~media/mckinsey/Legal/Main/2021-sccs-pp.pdf>.

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2. In the event McKinsey transfers personal data that is subject to the Swiss Federal Act on Data Protection to the Service Provider outside of Switzerland on or after September 27, 2021; OR where the parties otherwise agree on or is otherwise required by applicable law for the transfer to be governed by such clauses:
 - a. the above-mentioned EU Standard Contractual Clauses are deemed automatically incorporated into the Agreement.
 - b. **TOGETHER WITH** the Swiss Addendum to the EU Standard Contractual Clauses in accordance with the Federal Data Protection and Information Commissioner guidelines on the transfer of personal data issued on August 27, 2021 and entered into force on September 27, 2021 (“**Swiss Addendum**”) as applicable to the Service Provider’s services set forth in the Agreement and as available under <https://www.mckinsey.com/~media/mckinsey/Legal/Main/Swiss-Addendum-Vendor.pdf>.
3. In the event that McKinsey transfers personal data that is subject to the UK GDPR to the Service Provider outside of the UK on or after March 21st, 2022; OR where the parties otherwise agree on or is otherwise required by applicable law for the transfer to be governed by such clauses:
 - a. the above-mentioned EU Standard Contractual Clauses are deemed automatically incorporated into the Agreement.
 - b. **TOGETHER WITH** the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner, version B1.0, in force March 21st, 2022 (“**UK Addendum**”) as applicable to the Service Provider’s services set forth in the Agreement and as available under <https://www.mckinsey.com/~media/mckinsey/Legal/Main/UK-Addendum-Vendor.pdf>.

B. Data exporters established outside the European Economic Area

In respect of data transfers where the data exporter is established in a jurisdiction outside the European Economic Area (a “**Third Country**”), and in the absence of any specific data transfer agreement entered into by the Parties for that particular jurisdiction, these appropriate Standard Contractual Clauses under section A above will apply and shall be interpreted in accordance with the governing law in that Third Country. In such cases, references throughout these Standard Contractual Clauses to Regulation (EU) 2016/679 shall be read as references to the relevant local legislation concerning data protection, privacy, data security or the handling of information about individuals applicable to the data exporter, and defined terms in Clause 1 shall have the meanings given to them (or reasonably equivalent terms) in such legislation. References to “Member State” shall be read as references to the Third Country in which the data exporter is established.